EXHIBIT A

IN THE CIRCUIT COURT OF ST. LOUIS COUNTY
STATE OF MISSOURI

MAX MARGULIS, individually and on behalf of all others similarly situated,	)	
Plaintiffs,	)	
v.	)	Case No.:
EAGLE HEALTH ADVISORS, LLC, a foreign limited liability company,	)	Division
and	)	
HOMELAND HEALTHCARE, INC., a foreign corporation,	)	
and	)	
JOHN DOES No. 1-10,	)	
Defendants.	)	

CLASS ACTION PETITION

COMES NOW Plaintiff Max Margulis, on behalf of himself and all others similarly situated (hereinafter sometimes referred to as "Plaintiffs" and "the Class"), and for his Class Action Petition against Defendants Eagle Health Advisors, LLC ("Eagle Health"), Homeland Healthcare, Inc. ("Homeland"), and John Does No. 1-10 (hereinafter collectively referred to as "Defendants" except where qualified with the name(s) of specific Defendants), states:

Introduction

1. This action is brought against Defendants for violation of the Telephone Consumer Protection Act, 47 U.S.C. §227, *et seq*. ("TCPA") based on Defendants' practice of placing, or causing to be placed, telemarketing calls to Plaintiff's and the Class members' residential telephone lines using an artificial or prerecorded voice offering to sell health

insurance and other related insurance products (hereinafter “health insurance”) without obtaining the prior express written consent of Plaintiff and the Class members.

Parties

2. Plaintiff Max Margulis is a resident of the State of Missouri.

3. Defendant Eagle Health Advisors, LLC, is a foreign limited liability company, organized and existing under the laws of the State of Delaware, with its principal place of business at 7520 Benbrook Parkway Benbrook, TX 76126.

4. Defendant Homeland Healthcare, Inc., is a foreign corporation registered with the Missouri Secretary of State, organized and existing under the laws of the State of Texas, with its principal place of business at 825 Market Street, #300, Allen, TX 75013.

5. Plaintiff does not know the true names of the defendants sued herein as John Does 1 through 10 and therefore sues such defendants by such fictitious names. Plaintiff will amend this Petition to set forth the true names of such defendants when the same are learned through discovery.

Venue and Jurisdiction

6. This court has personal jurisdiction over Defendant Eagle Health because, the company has solicited business in the State of Missouri, has engaged in a persistent course of conduct in Missouri, and/or has committed tortious acts within this state, thus it has established minimum contacts showing it has purposefully availed itself to the resources and protection of the State of Missouri.

7. This court has personal jurisdiction over Defendant Homeland because, as the company is licensed to and does conduct the business of insurance in the State of Missouri, it has made contracts within this state, solicited business in Missouri, engaged in a persistent course of

conduct in Missouri, and/or has committed tortious acts within this state, thus it has established minimum contacts showing it has purposefully availed itself to the resources and protection of the State of Missouri.

8. Venue is proper in the County of St. Louis, Missouri pursuant to §508.010, RSMo.

A. Relationship Among Defendants

9. Defendant Eagle Health is a company that claims it "specialize[s] in helping individuals and families who need access to flexible health care options." *See* Exhibit A. At all times herein, Defendant Eagle health acted on behalf of Defendant Homeland. Defendant Eagle Health claims that it is a "wholly owned subsidiary" of Defendant Homeland. *See* Exhibit B. Upon information and belief, Defendant Eagle Health utilizes a telemarketing call center to sell and market health insurance on behalf of Defendant Homeland as each of the page titles on its website, www.eaglehealthadvisors.com references the words "call center."[1] According to ICANN, the website www.eaglehealthadvisors.com was registered by Defendant Homeland and is also owned and operated by Defendant Homeland.[2] *See* Exhibit C. The designated licensee responsible for Defendant Eagle Health's insurance license in Missouri is Robert Byrnes ("Byrnes"), who is the president of Defendant Homeland. *See* Exhibits D and E. Byrnes is also the designated licensee responsible for Defendant Homeland's insurance license in Missouri. *See* Exhibit F. Upon information and belief, Byrnes also serves as the president of Defendant Eagel Health. Additionally, Reba Leonard, Defendant Eagle Health's vice president, secretary, and

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[1] Eagle Health Advisors, LLC, "Home – Call Center – EHA", http://www.eaglehealthadvisors.com (last visited June 26, 2015)
[2] Internet Corporation for Assigned Names and Numbers, http://whois.icann.org/en/lookup?name=www.eaglehealthadvisors.com (last visited on June 26, 2015)

treasurer has signed documents filed with governmental agencies on behalf of both Defendants Eagle Health and Homeland. *See* Exhibit G.

10. Defendant Homeland is a company that claims it is a specialist "in the marketing of major medical and product management of supplemental insurance plans." *See* Exhibit H. Defendant Homeland also claims that it "excels at managing targeted benefit packages that address the health care needs of individuals and families." *See* Exhibit I. Defendant Homeland offers insurance products in more than forty (40) states. *See* Exhibit J. Upon information and belief, Defendant Homeland utilizes a call center sales model to sell health insurance through Defendant Eagle Health.[3] *See* Exhibit K.

11. Upon information and belief, Reba Leonard ("Leonard") is the chief compliance officer of Defendant Homeland and the registered agent for Defendant Eagle Health. Leonard has publicly stated that she serves as corporate secretary and vice president to two holding companies, and 8 wholly owned subsidiary corporations of Defendant Homeland. *See* Exhibit L.

12. Upon information and belief, Defendant Eagle Health makes or causes to be made telemarketing calls to consumers on behalf of Defendant Homeland in an attempt to sell insurance products. During the first part of the call, a prerecorded or artificial voice talks about the availability of insurance products and asks for certain information from the consumer. After the consumer provides answers to the questions asked by the prerecorded or artificial voice, the call is then routed through further prerecorded messages and then a "licensed agent" from Defendant Eagle Health comes onto the call, who then attempts to sell insurance products from various insurance companies on behalf of Defendant Homeland Health, based upon

[3] Craigslist, Inc. http://dallas.craigslist.org/ftw/csr/5091936330.html (last visited June 26, 2015)

predetermined factors and information obtained from the consumer during the first part of the call.

13. Upon information and belief, Defendant Homeland has authorized Defendant Eagle Health to engage in, *inter alia*, the following:

(a) to access information and systems that would normally be within Defendant Homeland's exclusive control;

(b) to enter information into Defendant Homeland's computer systems;

(c) to use Defendant Homeland's trade name; and

(d) to make or cause to be made telemarketing calls to consumers offering to sell insurance products on behalf of Defendant Homeland.

14. Upon information and belief, Defendant Homeland approved, wrote, or reviewed Defendant Eagle Health's telemarketing scripts used in the telemarketing calls at issue herein.

15. Upon information and belief, Defendant Homeland contracted with Defendant Eagle Health to cause the telemarketing calls at issue herein.

16. At all times herein mentioned, Defendant Homeland utilized Defendant Eagle Health to cause the unlawful telemarketing calls at issue herein. Upon information and belief, Defendant Homeland had actual and/or constructive knowledge of the acts of Defendant Eagle Health, and authorized, approved, acquiesced and ratified the unlawful telemarketing.

17. Together, these Defendants contacted, or caused to be contacted, on Defendant Homeland's behalf, Plaintiff and Class Members on their residential telephone lines using an artificial or prerecorded voice to deliver a message, without Plaintiff's and Class members' prior express permission.

18. Upon information and belief, Defendant Eagle Health was authorized to act, and did act, as representative and/or agent of Defendant Homeland, and Defendant Homeland exercised sufficient control over Defendant Eagle Health, including the telemarketing methods and/or practices, and Eagle Health was at all such times acting within the scope and course of its agency with Defendant Homeland, thus making Defendant Homeland vicariously liable for said actions.

19. Defendant Homeland knew that Defendant Eagle Health was violating the TCPA on Defendant Homeland's behalf, and that Defendant Homeland failed to take effective steps to stop the violations.

20. Defendant Homeland knew or should have known that the telemarketing calls at issue herein were being placed to residential telephone lines of Plaintiff and the Class.

21. Defendant Homeland had the ability to know that the telemarketing calls at issue herein were being placed to residential telephone lines of Plaintiff and the Class.

22. Defendant Eagle Health had the ability to know that the calls were being placed to Plaintiff's and the Class' residential telephone lines.

23. Defendants knew or should have known that the telemarketing calls at issue herein were being placed to numbers assigned to residential telephone line subscribers, including Plaintiff and the Class, who had not provided prior express written permission or invitation.

24. Defendants knew or should have known that the telemarketing calls at issue herein were utilizing an artificial or prerecorded voice to deliver a message to numbers assigned to residential telephone line subscribers, including Plaintiff and the Class, who had not provided prior express written permission or invitation to Defendants.

25. By causing the unauthorized telemarketing calls at issue herein, Defendants violated the TCPA, and additionally, caused Plaintiff and the Class members actual harm, including invasion of privacy and the aggravation and nuisance that accompanies the receipt of such telemarketing calls.

B. The Telephone Consumer Protection Act ("TCPA"), 47 U.S.C. § 227

26. In 1991, Congress enacted the TCPA[4] in response to a growing number of consumer complaints regarding certain telemarketing practices.

27. The TCPA regulates, among other things, the use of automated telephone equipment, or "autodialers" or the use of an artificial or prerecorded voice to deliver a message.

28. Specifically, the TCPA and its regulations prohibit the use of any call to a residential telephone line using an artificial or prerecorded voice to deliver a message without the prior express written consent of the called party in the absence of an emergency or exempt by rule or order of the Commission.

C. The Use of Scripted, Artificial/Prerecorded Voice Technology to Place Telemarketing Calls

29. New technology has developed in recent years that allows telemarketers to place scripted, pre-recorded voice-response calls using a "avatar" technology,[5] "telemarketing robot,"[6]

[4] Telephone Consumer Protection Act of 1991, Pub. L. No. 102-243, 105 Stat. 2394 (1991), codified at 47 U.S.C. § 227 (TCPA). The TCPA amended Title II of the Communications Act of 1934, 47 U.S.C. § 201 *et seq.*

[5] Avatar Technologies, Phl, Inc., http://avatartechnologies.com.ph/ (last visited on June 26, 2015).

[6] Denver Nicks, *Robot Telemarketer Employer: Samantha West is No Robot*, Time, (December 17, 2013), http://newsfeed.time.com/2013/12/17/robot-telemarketer-samantha-west/ (last visited June 26, 2015). An audio sample of the use of such technology is available at this website.

"agent-assisted automation technology," "voice conversion technology," "outbound IVR," or "cyborg telemarketing."[7]

30. Outbound IVR has been called "the new spam" and "is being embraced by telemarketers," and according to a recent article on the well-respected technology blog, www.arstechnica.com:

> "Outbound IVR is the latest evolution of the robo-call—a telemarketing system that uses the technology of voice response systems we've used to navigate through the call queues of insurance agencies and banks and turns it around to make pitch calls. These calls can be on voice-over-Internet protocol (VoIP) lines or other connections that mask the source of the call. We're getting used to talking to computers, thanks to voice response systems that act as the guardians of many organizations' phone systems. The technology was originally patented by AT&T in 2006, but is now being offered by a range of companies, such as CallFire, PlumVoice, and Nuance—the cloud voice recognition company behind Siri, Cortana and other interactive systems."

Available at http://arstechnica.com/information-technology/2015/04/the-new-spam-interactive-robo-calls-from-the-cloud-as-cheap-as-e-mail/ (last visited June 26, 2014)

31. Telemarketing calls using these technologies attempt to mimic a human caller, but in reality, it is a series of pre-recorded phrases that are generated in response to the called party's questions or comments during the call. The scripted, pre-recorded phrases are either triggered automatically by a computer or by a human operator that triggers the system to make the scripted, pre-recorded responses. One example of this type of technology commonly known is the use of the voice recognition and artificial intelligence system known as Siri on Apple iPhones.

32. In TIME magazine's January 16, 2014 article titled *Meet Jacob Hall, the Rogue Telemarketing Cyborg*, and example of this type of new telemarketing technology is discussed:

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[7] Alexis C. Madrigal, *Almost Human: The Surreal, Cyborg Future of Telemarketing*, The Atlantic (Dec. 20, 2013), http://theatlantic.com/technology/archive/2013/12/almost-human-the-surreal-cyborg-future-of-telemarketing/282537/ (last visited June 26, 2015)

> Every time Jacob Hall calls, the conversation goes about the same. "Hello, this is Jacob, how are you today?" he begins.
>
> "I'm fine, Jacob," you might respond. "How are you?"
>
> "I'm doing fine, thanks for asking. I'll make this brief. I'm calling from the National Tax Help Center and we might be able to help you eliminate 70 to 90 percent of your liability, and in some cases even more…."
>
> As a conversationalist, Hall sounds friendly enough at first, but then his awkward pauses and repetitive phrases make it obvious there's something unnatural about him. When asked directly, Jacob will deny that he's a robot, or that he is a soundboard being manipulated by a real person deploying pre-recorded messages, or even that he's making a sales call. But even as much about him remains a mystery, one thing is clear: Jacob Hall does lie.
>
> Jacob is one of a growing legion of cyborgs conducting telemarketing operations that walk a thin line between creepy and outright illegal. After receiving calls in December from a similar recorded voice, who called herself Samantha West, TIME has been looking into the sources of these weird, unsettling telemarketing calls. What we found in Jacob's case was even weirder. The company that effectively "employs" him claimed no knowledge of his work, and could not trace how he got hired.
>
> The technology that enables both Hall and West is so new that many people who receive their calls do not know they are speaking with a recorded voice.

Available at http://newsfeed.time.com/2014/01/16/meet-jacob-hall-the-rogue-telemarketing-cyborg/ (last visited June 26, 2015).

33. Upon information and belief, Defendants used this same or substantially similar technology, as discussed above, to place or cause to be placed the telemarketing calls to Plaintiff and the Class, using an artificial or pre-recorded voice in an attempt to sell Defendant Homeland's insurance products.

D. The Artificial or Prerecorded Voice Telemarketing Call to Plaintiff's Residential Telephone Line

34. At all times relevant herein, Plaintiff has resided at the residence where the residential telephone line (636) 536-7022 is located.

35. On or about October 20, 2014, a telephone call was placed to the residential telephone line offering to sell Plaintiff insurance products. The call came in on the residential telephone line (636) 536-7022 in St. Louis County, Missouri.

36. The caller identification system listed the calling number as "Healthserv" 1-949-256-5353.

37. Plaintiff, a member of the residence, answered the call. Upon answering the call, Plaintiff noticed there was a delay before the voice on the other end of the call joined the telephone conversation.

38. Upon information and belief, Defendants' call to Plaintiff's residence utilized the same or substantially similar technology described above as a "telemarketing robot," "agent-assisted automation technology," "voice conversion technology," "outbound IVR," or "cyborg telemarketing."

39. A transcript of the call is as follows:

Margulis: Hello?
Caller: Hello, this is Charlie. How are you today?
Margulis: Good.
Charlie: I'm calling from (unintelligible) Health Solutions and I called to let you know that we work with all major health insurance companies and compare all the rates for you… (interruption from Margulis)
Margulis: Yeah, where are you located?
Charlie: (Three second pause) Are you currently on Medicare?
Margulis: Uh no, where are you located?
Charlie: (Three second pause) I can't give out that information.
Margulis: Oh, sorry.
Charlie: (Three second pause) Are you there?
Margulis: Yeah, I am waiting for you to talk.
Charlie: Are you currently on Medicaid or looking for Medicaid?
Margulis: No.
Charlie: Good. Are you currently looking for coverage to start within thirty days?
Margulis: Yes.
Charlie: Ok, are you under 65 years of age?
Margulis: Yes.
Charlie: Ok, let me get you a specialist. Hold on with me, ok?

Margulis: Ok.
Charlie: Thank you. They'll be with us shortly.

[Call Transferred]

Caller 2: Hello, I see you're interested in a health plan, are you looking for individual or family coverage?
Margulis: Uh, individual.
Caller: Ok. (unintelligible) my name is Tammy.
Margulis: How are you today, Tammy?
Tammy: I am doing fine, and your first name for me?
Margulis: John.
Tammy: Tom?
Margulis: John.
Tammy: And your last name?
Margulis: Larken.
Tammy: Larken?
Margulis: And uh, where you located at Tammy?
Tammy: I am located in Fort Worth, Texas.
Margulis: Oh.
Tammy: And where are you at? What state are you in, sir?
Margulis: In uh, Missouri
Tammy: Missouri, ok. And your zip code there in Missouri?
Margulis: 63017, and what's the company?
Tammy: The company I actually work for is **Eagle Health Advisors**, but we have different insurance companies that we write for. Actually at this point since you are in Missouri, I am not licensed in the State of Missouri. It is one of the few states I am not licensed in. I can transfer you over.
Margulis: Oh, you'll have to get another one then.
Tammy: (laughing) Missouri, Georgia and Florida.
Margulis: Oh, how come? Are those harder or?
Tammy: Just haven't gotten around to getting all those, I have all the other state.
Margulis: What's your phone number over there?
Tammy: My number is 888-648-4480
Margulis: 648. 4-4 what?
Tammy: 4-4-8-0
Margulis: Do you guys have like, a website?
Tammy: We do. It is **eaglehealthadvisors.com**.
Margulis: Oh ok, that makes it easy.
Tammy: Mmhmm.
Margulis: How long do you guys… (interrupted)
Tammy: Well I can get you, um **Eagle Health Advisors** is actually a subsidiary to **Homeland**. **Homeland** has been around for quite some time.
Margulis: **Homeland**? Where are they out of? **Homeland Insurance**?
Tammy: Yes, they are located in Allen, Texas.
Margulis: Oh, and how did you get, how did I get called?

Tammy: You were transferred to me by uhh… a third-party.
Margulis: Ok, who was the third-party?
Tammy: I do not know.
Margulis: You don't know, you don't know who transfers these things over there?
Tammy: We just contracted with another company that is sending phone calls to us.
Margulis: Ok? Do you know? (Interrupted)
Tammy: And all I know is that it's called… it's called Avatar.
Margulis: Avatar?
Tammy: Yes.
Margulis: Ok. Do you know what an avatar is?
Tammy: No, sir, I do not.
Margulis: Oh, it's like that (unintelligible) little things (unintelligible)
Tammy: (laughing) I've seen the movie yes.
Margulis: Yeah.
Tammy: If you'll hold on a moment and I will get you (interrupted)
Margulis: Where is Avatar located?
Tammy: I do not know; let me get you transferred over to a Missouri agent.
Margulis: Ok.

[Call Transferred]

Caller 3: (unintelligible)
Margulis: Hi Megan, how are you?
Megan: I'm pretty great thank you. Am I on speaker phone? I'm having trouble understanding you.
Margulis: Yeah, hold on I just, uh, you're fine now. Can you hear me good?
Megan: Ok good deal, I can hear you much better. Yes, Now John? (interrupted)
Margulis: Are you licensed in Missouri?
Megan: I am. I am actually calling from Forth Worth, Texas; however, I do hold a state license for the state of Missouri.
Margulis: Ok, what's your license number?
Megan: Um for the State of Missouri or the State of Texas?
Margulis: For Missouri.
Megan: Ok hang on. for the State of Missouri my license number is 8-0-2…
Margulis: 8-0-2…
Megan: 9-2-1-3.
Margulis: Ok. What is your last name Megan?
Megan: It's Inmon. I will spell it is I – N as in Nancy – M as in Mary – O – N as in Nancy.
Margulis: Ok, so what do you have available for individual health?
Megan: Well I just need to ask a few more questions so I can see exactly what it is that you are qualified for.
Margulis: Ok.
Megan: Now do you have insurance at all right now John?
Margulis: No, it lapsed a few months ago.
Megan: How long have you been without coverage?

Margulis: 4 months.
Megan: And how soon are you looking to get a policy started?
Margulis: Maybe in a few days. How did I get picked to get calls?
Megan: Honestly I'm really not sure. Typically, you get chosen to be called by some type online inquiry that you would have filled out.
Margulis: Do you have our address?
Megan: Your home address?
Margulis: Yeah.
Megan: No I do not.
Margulis: Oh, do you have our phone number.
Megan: I do have your phone number. The phone number I have is 636-536-7022.
Margulis: Ok. That's all they give is phone number?
Megan: They give me phone number and typically just a name.
Margulis: Ok, what name did they give you?
Megan: Alright now um. They gave me "John Larken".
Margulis: Ah… ok.
Megan: Are you currently taking medications for anything or being treated on a regular basis?
Margulis: Uh, Lipitor.
Megan: And that's the one for cholesterol, right?
Margulis: Yes.
Megan: Ok, so in the last five years, which have you been diagnosed or treated for? Neck or back problems, COPD, emphysema, diabetes…
Margulis: Nope.
Megan: …heart problems, anything like that?
Margulis: No. So what comes (interrupted)
Megan: And what kind of price range or budget are you trying to keep your health insurance under?
Margulis: I don't know…prices seem to be all over the board. I don't have an exact number. So does **Eagle** write their own insurance or do they use different companies?
Megan: No, we do use different companies.
Margulis: So **Eagle** does not write the policy?
Megan: Right.
Margulis: Ok. So what are the top four companies?
Megan: I'm sorry?
Margulis: What are the top four companies you use?
Megan: The top four companies that we use I'd have to say are Freedom Life and Cigna is in one category and then Companion Life, Coventry Network, HCC Life Insurance company. Now what type of coverage, whenever you went online, what did you go online looking for?
Margulis: I didn't go online. That's why I was wondering how you got my name and number.
Megan: Ok, well are you looking for health insurance?
Margulis: Yeah.
Megan: Ok, and what kind of coverage and policy are you looking for?

Margulis: Oh something that will cover hospitalization, drugs, general policy.
Megan: Hang on one second. Let me see if you are qualified for it.
Margulis: Ok.
Megan: Alright sir how, old are ya?
Margulis: Excuse me?
Megan: I said how old are ya?
Margulis: I am 6… (unintelligible)
Megan: And your zip code is 63017?
Margulis: Yes.
Megan: Have you used tobacco in the last 6 months?
Margulis: No.
Megan: And what is your date of birth?
Margulis: Uh, I don't give that out until were doing applications. I had once got hacked.
Megan: I mean, I can't pull up a quote without your date of birth.
Margulis: I just told you my age.
Megan: Ok so then for quoting purposes will just say your birthday was a week ago, October 13th.
Margulis: That's fine.
Megan: Alright so would $391.24 a month be in your price range? Or is there a budget that you were looking at?
Margulis: That should be alright. What company is that with?
Megan: Ok so, I'm sorry?
Margulis: What company is that with?
Megan: This particular policy is underwritten by HCC Life Insurance Company and that PPO network is the Coventry Network.
Margulis: Alright, so can you send me a quote by email?
Megan: I can. What's your email address?
Margulis: A25837@aol.com
Megan: and that's, you said the letter K (interrupted)
Margulis: No "A". "A" as in apple, no "A" as in apple. 25837@aol.com
Megan: "A" as in Apple ok.
Margulis: @aol.com
Megan: Ok, well I will get something sent out to you.
Margulis: Ok, and what do they require as down payment?
Megan: The first initial payment is $526.24, that's the $391.24 plus a onetime membership fee of $125.00.
Margulis: Ok.
Megan: And then every month after it is $391.24.
Margulis: Ok. And I can pay with my credit card?
Megan: Yes
Margulis: Ok thanks a lot, Megan.
Megan: Alright, your're very welcome. Have a good day.
Margulis: Ok, bye.

[Call Terminated]

40. Plaintiff remained on the line all throughout the entire call. Plaintiff recognized that the first part of the call was a prerecorded or artificial voice because he heard awkward pauses, responses, and other conduct of the voice that were both unnatural and inconsistent with a conversation taking place with a live person.

41. After the call was transferred, the insurance agent employed by Defendant Eagle Health confirmed that it had contracted with a third-party called Avatar to originate the call to Plaintiff:

Tammy:	You were transferred to me by uhh… a third-party.
Margulis:	Ok, who was the third-party?
Tammy:	I do not know.
Margulis:	You don't know, you don't know who transfers these things over there?
Tammy:	We just contracted with another company that is sending phone calls to us.
Margulis:	Ok? Do you know? (Interrupted)
Tammy:	And all I know is that it's called… it's called Avatar.
Margulis:	Avatar?
Tammy:	Yes.
Margulis:	Ok. Do you know what an avatar is?
Tammy:	No, sir, I do not.
Margulis:	Oh, it's like that (unintelligible) little things (unintelligible)
Tammy:	(laughing) I've seen the movie yes.
Margulis:	Yeah.
Tammy:	If you'll hold on a moment and I will get you (interrupted)
Margulis:	Where is Avatar located?
Tammy:	I do not know; let me get you transferred over to a Missouri agent.

42. Defendants' telephone call to Plaintiff's residence was not made for an emergency purpose.

43. Defendants did not have the prior express written permission to make the telephone call to Plaintiff's residence.

44. The telemarketing call to Plaintiff's residence was made for a commercial purpose (*i.e.*, to sell insurance products).

45. Upon information and belief, Defendants caused the same or substantially similar telemarketing calls to numerous other residential telephone lines in the United States, using an artificial or prerecorded voice to deliver a message without the prior express written permission of the called parties.

46. Defendants failed to correctly determine the legal restrictions on the use of telemarketing calls made to residential telephone numbers and the application of those restrictions to the calls, generally, and specifically as to Plaintiff.

47. Defendants caused the telemarketing calls to Plaintiff and other members of the class to be made believing such telemarketing calls were legal based on Defendants own understanding of the law and/or based on the representations of others on which Defendants reasonably relied.

48. Defendants did not intend to cause the telemarketing calls to Plaintiff and other members of the class to be made, where such telemarketing calls were not authorized by law or by the recipient, and to the extent that any call was sent to any person and such call was not authorized by law or by the recipient, such transmission was made based on either Defendants' own understanding of the law and/or based on the representations of others on which Defendants relied.

49. As a direct and proximate result of Defendants' actions as described above, Plaintiff and the Class have sustained damages, specifically causing destruction of or interference with their exclusive use of their property, interference with their personal residential communications, and invading their right of privacy to be left alone and maintain seclusion in their own residences.

50. As the Defendants acted in concert to cause the unlawful telemarketing calls at issue herein, liability for these violations is joint and several among all Defendants.

51. The artificial voice used at the beginning of the call to Plaintiff informed consumers: "I'm calling from (unintelligible) Health Solutions and I called to let you know that we work with all major health insurance companies and compare all the rates for you…" The prerecorded or artificial voice also told consumers to stay on the line.

52. Throughout the remainder of the call, Defendant Eagle Health's insurance agents told Plaintiff:

Tammy: The company I actually work for is **Eagle Health Advisors**, but we have different insurance companies that we write for. Actually at this point since you are in Missouri, I am not licensed in the State of Missouri. It is one of the few states I am not licensed in. I can transfer you over.
Margulis: Oh, you'll have to get another one then.
Tammy: (laughing) Missouri, Georgia and Florida.
Margulis: Oh, how come? Are those harder or?
Tammy: Just haven't gotten around to getting all those, I have all the other state.
Margulis: What's your phone number over there?
Tammy: My number is 888-648-4480
Margulis: 648. 4-4 what?
Tammy: 4-4-8-0
Margulis: Do you guys have like, a website?
Tammy: We do. It is **eaglehealthadvisors.com**.
Margulis: Oh ok, that makes it easy.
Tammy: Mmhmm.
Margulis: How long do you guys… (interrupted)
Tammy: Well I can get you, um **Eagle Health Advisors** is actually a subsidiary to **Homeland**. **Homeland** has been around for quite some time.
Margulis: **Homeland**? Where are they out of? **Homeland Insurance**?
Tammy: Yes, they are located in Allen, Texas.

53. Upon information and belief, the telemarketing calls at issue herein are directed to specific local insurance agents of Defendant Eagle Health based on predetermined criteria, such the consumer's geographic and/or consumer profile.

54. By providing information to Defendant Eagle Health in order that Defendant Eagle Health could direct consumers to licensed agents, Defendant Homeland allowed Defendant Eagle Health access to information and systems that normally would be within the Homeland's exclusive control, including access to detailed information regarding the nature and pricing of the seller's products. Defendant Homeland's lack of repudiation of the acts of Defendant Eagle Health is an endorsement of those acts. As such, Defendant Eagle Health is an apparent agent of Defendant Homeland.

55. Upon information and belief, Defendant Eagle Health transferred customer information, including Plaintiff's information, directly to licensed agents of Defendant Homeland. Thus, Defendant Eagle Health has the ability to enter consumer information into the Homeland's systems. As such, Defendant Eagle Health is an apparent agent of Defendant Homeland.

56. By causing the telemarketing calls to be made on its behalf, Defendant Homeland manifested assent to Eagle Health that they act on its behalf and subject to its control. Similarly, by accepting these contacts, Defendant Eagle Health manifested assent or otherwise consented to act on behalf of Defendant Homeland. As such, Defendant Eagle Health is an agent of Defendant Homeland.

57. In the alternative, Defendant Homeland repeatedly ratified Defendant Eagle Health's unlawful telemarketing scheme by knowingly accepting the benefits of Defendant Eagle Health's activities when it accepted leads and/or customers from Defendant Eagle Health.

58. Upon information and belief, Defendant Homeland was aware of Defendant Eagle Health's unlawful telemarketing scheme and that Defendant Eagle Health was causing artificial

or prerecorded calls to be made when it accepted the marketing leads from Defendant Eagle Health and other John Doe telemarketers.

Class Certification

59. Plaintiff incorporates by reference all other paragraphs of this Petition as if fully stated herein.

60. Plaintiff brings this action individually and on behalf of all other persons similarly situated (hereinafter referred to as "the Class") pursuant to Rule 52.08 of the Missouri Rules of Civil Procedure.

61. Plaintiff proposes to represent a class defined as:

> All persons in the United States whose residential telephone lines were called by or on behalf of Eagle Health or Homeland using an artificial or prerecorded voice to deliver a message without the prior express written consent of the called party since October 16, 2013.

62. Excluded from the Class are the Defendants, their subsidiaries and affiliates, the Defendants' agents and employees, and any Judge presiding over this action.

63. The members of the Class are so numerous that individual joinder of all Class members is impracticable. Plaintiff does not know the exact number of members in the Class, but Plaintiff reasonably believes the number of Class members, at a minimum, is in the thousands who have been harmed by Defendants' actions. The precise number of Class members may be ascertained from Defendants' records and files or from other sources.

64. This action involves common questions of law and fact, which predominate over any questions affecting individual Class members, including, without limitation:

(a) Whether Defendants caused the unlawful telemarketing calls at issue herein to be made;

(b) Whether the unlawful telemarketing calls at issue herein used an artificial or prerecorded voice to deliver a message;

(c) Whether the Defendants obtained prior express written consent to make such calls after October 16, 2013;

(d) Whether the Defendants' conduct was knowing and/or willful;

(e) Whether the Defendants are liable for statutory damages; and

(f) Whether the Defendants should be enjoined from engaging in such conduct in the future.

65. Plaintiff's claims are typical of the other Class members' claims because, among other things, all Class members were injured through the uniform prohibited conduct described above. Plaintiff is a member of the class he seeks to represent. Plaintiff seeks the same relief for himself as he seeks for all class members, and such claims for relief are based on the same legal theories and on the same common nucleus of operative facts surrounding Defendants' telemarketing activities. Plaintiff's interests are the same as the interests of the Class he seeks to represent.

66. Plaintiff is an adequate representative of the Class because his interests do not conflict with the interests of the other Class members he seeks to represent; he seeks the same relief for himself and the members of the Class; he has retained counsel experienced in class action and complex litigation; and Plaintiff intends to prosecute this action vigorously. The interests of the Class members will be fairly and adequately protected by Plaintiff and her counsel.

67. A class action is superior to any other available means for the fair and efficient adjudication of this controversy, and no unusual difficulties are likely to be encountered in the management of this class action. Plaintiff seeks no relief that is antagonistic to the interests of the Class, and, thus, no one member of the Class has any greater interest in controlling the litigation of these claims than any other. Additionally, all of the claims should be tried before this Court, as concentration in one forum is desirable to avoid multiple trials of the common issues. The damages or other financial detriment suffered by Plaintiff and the Class members are relatively small compared to the burden and expense that would be required to individually litigate their claims against Defendants, and are therefore not likely to deter the Defendants from engaging in the same behavior in the future so it would be impracticable for Class members to individually seek redress for Defendants' wrongful conduct. By contrast, the class action device presents efficient management, and provides the benefits of single adjudication, economy of scale, and comprehensive supervision by a single court. Accordingly, class-wide relief is essential to compel the Defendants to comply with the TCPA.

68. The prosecution of separate actions by individual members of the class would create a risk of:

(a) inconsistent or varying adjudications with respect to individual members of the Class which would establish incompatible standards of conduct for Defendants, and/or

(b) adjudications with respect to individual members of the Class which would as a practical matter be dispositive of the interest of the other members not parties to the adjudications or substantially impair or impede their ability to protect their interests.

69. Defendants have acted, and refused to act, on grounds generally applicable to the Class, thereby making appropriate final injunctive relief with respect to the Class as a whole.

Count I – Telephone Consumer Protection Act

70. Plaintiff incorporates by reference all preceding paragraphs of this Petition as if fully set forth herein.

71. Defendants' actions, as alleged herein, violate 47 U.S.C. § 227(b)(1)(B) which makes it unlawful "to initiate any telephone call to any residential telephone line using an artificial or prerecorded voice to deliver a message without the prior express consent of the called party, unless the call is initiated for emergency purposes or is exempted by rule or order by the Commission under paragraph (2)(B)."[8]

72. The unlawful telemarketing calls at issue herein were not not initiated for any emergency purpose and are not exempted by rule or order by the Federal Communications Commission.

73. Defendants knew the telemarketing calls at issue herein to Plaintiff and the Class were made using an artificial or prerecorded voice to deliver a message.

74. Neither Plaintiff nor the other members of the Class gave prior express written consent for the telemarketing calls at issue herein.

75. Defendants' actions as set forth herein violated the Plaintiff and other members of the Class right to privacy.

76. Plaintiff and the other members of the Class are entitled to recover the statutory liquidated damages that Congress has assigned and prescribed in the TCPA for the statutory violations complained of herein.

---

[8] As of October 16, 2013, prior express *written* consent is required before placing such calls. *See* 47 C.F.R. 64.1200(a)(3).

77. Defendants' actions, as alleged herein, were knowing and/or willful and therefore should be required to pay treble damages pursuant to 47 U.S.C. §227(b)(3)(B).

78. As a direct and proximate result of Defendants' actions described herein, Plaintiff and the Class have sustained damages.

Count II - Injunctive Relief

79. Plaintiff incorporates by reference all preceding paragraphs of this Petition as if fully set forth herein.

80. As provided by 47 U.S.C. §227(b)(3)(A), Defendants should be permanently enjoined from making or causing to be made unlawful telemarketing calls to Plaintiff and the Class herein that use an artificial or prerecorded voice to deliver a message without the prior written express permission of the Plaintiff and the Class members.

81. Allowing Defendants to continue to make or cause to be made said telephone calls will cause further injury and damages to Plaintiff and the Class as well as other persons and entities who are not yet members of the proposed Class.

Count III – Declaratory Relief

82. Plaintiff incorporates by reference all preceding paragraphs this Petition as if fully set forth herein.

83. As a result of Defendants' actions, described herein, a justiciable controversy presents a real, substantial, presently-existing controversy admitting of specific relief, and Plaintiff and the Class have legally protectable interests at stake.

84. Plaintiff has no adequate alternative remedy at law.

85. This dispute is ripe for adjudication.

86. A declaration that Defendant's actions, as described herein, violate the TCPA is warranted.

Request for Relief

WHEREFORE, Plaintiff, individually and on behalf of the Class, requests the Court enter an order as follows:

A. Certifying this Class, as defined herein, and appointing Plaintiff as the Class Representative and appointing Plaintiff's counsel as Class Counsel;

B. Awarding Plaintiff and the Class the statutory liquidated damages available under the TCPA;

C. Enjoining Defendants from making or causing to be made telephone calls to residential telephones "using an artificial or prerecorded voice to deliver a message without the prior express consent of the called party, unless the call is initiated for emergency purposes or is exempted by rule or order by the Commission under paragraph (2)(B);"

D. Declaring that Defendants' actions, as described herein, violate Plaintiff's and the Class members' right to privacy and violate the TCPA;

E. Awarding Plaintiff and the Class their costs expended herein and their reasonable attorney's fees; and

F. Awarding such other and further relief as the Court deems just and proper.

Respectfully submitted,

/s/ Cyrus Dashtaki
Cyrus Dashtaki, # 57606
Dashtaki Law Firm, LLC
5205 Hampton Avenue
St. Louis, MO 63109
Telephone: (314) 932-7671
Facsimile: (314) 932-7672
Email: cyrus@dashtaki.com

Attorney for Plaintiff and all others similarly situated

IN THE CIRCUIT COURT OF ST. LOUIS COUNTY
STATE OF MISSOURI

MAX MARGULIS, individually and on behalf of all others similarly situated,	)	
Plaintiffs,	)	
v.	)	Case No.:
EAGLE HEALTH ADVISORS, LLC, *et al*,	)	Division:
Defendants.	)	

INDEX OF EXHIBITS

A. Eagle Health Advisors, LLC, “Who We Serve – Call Center – EHA”, http://www.eaglehealthadvisors.com/who-we-serve/ (last accessed June 26, 2015);

B. Eagle Health Advisors, LLC “Home – Call Center – EHA”, http://www.eaglehealthadvisors.com/ (last accessed June 26, 2015);

C. Internet Corporation for Assigned Names and Numbers, http://whois.icann.org/en/lookup?name=www.eaglehealthadvisors.com (last accessed on June 26, 2015);

D. Missouri Department of Insurance, Financial Institutions, and Professional Registration licensee for Eagle Health Advisors, LLC (last accessed June 26, 2015);

E. Homeland Healthcare, Inc. “Leadership Team – Corporate – HHC”, http://homelandhealthcare.com/why-homeland/leadership-team/ (last accessed June 26, 2015);

F. Missouri Department of Insurance, Financial Institutions, and Professional Registration licensee for Homeland Healthcare, Inc. (last accessed June 26, 2015);

G. *In the Matter of the Insurance Producer Licenses of Homeland Healthcare, Inc., et al.*, Stipulation for Entry of Final Agency Order Homeland Respondents, Case Nos. 235484 and 233044; (Colorado Dep’t of Regulatory Agencies, Div. of Ins. August 27, 2014);

H. Business Wire, "Homeland HealthCare, Inc. Had Tremendous Success during the Affordable Care Act Open Enrollment", http://www.businesswire.com/news/home/20150311005880/en/Homeland-HealthCare-Tremendous-Success-Affordable-Care-Act#.VZLBohtVhHw (last accessed June 26, 2015);

I. Homeland Healthcare, Inc. "Home – Corporate – HHC", http://homelandhealthcare.com/ (last accessed on June 26, 2015);

J. Homeland Healthcare, Inc. "Why Homeland – Corporate – HHC", http://homelandhealthcare.com/why-homeland/ (last accessed June 26, 2015);

K. Craigslist, Inc., (http://dallas.craigslist.org/ftw/csr/5091936330.html (last accessed on June 26, 2015); and

L. Reba Leonard, LINKEDIN.COM, https://www.linkedin.com/in/rebaleonard (last accessed on June 26, 2015).

15SL-CC02292

EAGLE HEALTH ADVISORS, LLC (http://www.eaglehealthadvisors.com/)

Request A Quote (http://www.eaglehealthadvisors.com/find-plan)

EXHIBIT A

HOME (HTTP://WWW.EAGLEHEALTHADVISORS.COM/)

ABOUT US (HTTP://WWW.EAGLEHEALTHADVISORS.COM/ABOUT-US/)

WHO WE SERVE (HTTP://WWW.EAGLEHEALTHADVISORS.COM/WHO-WE-SERVE/)

OUR PRODUCTS (HTTP://WWW.EAGLEHEALTHADVISORS.COM/OUR-PRODUCTS/)

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(8[illegible]) [illegible]94-9709

WHO WE SERVE

We're Here For You!

If you:

- **Work for a company or organization** that does not offer health insurance ...
- **Are self-employed** and seek routine care health insurance...
- **Only work part-time**, so you're not eligible for your employer's insurance ...
- **Can't afford the high monthly premiums** of a traditional major medical insurance policy ...

- **Must choose a high-deductible insurance policy** so the monthly premiums fit your budget ...
- **Lost your job** and need a less-expensive alternative to COBRA ...
- **Are between jobs** or in transition and need a short-term health insurance solution ...
- **Are no longer covered** by your parents' health insurance policy ...
- **Seek a supplemental health insurance policy** to meet specific needs or gaps ...
- **Could benefit from a flexible health insurance solution with added-value benefits**

Eagle Health Advisors has you covered!

At Eagle Health Advisors, we specialize in helping individuals and families who need access to flexible health care options. Our plans are designed for those who can't afford or aren't offered major medical coverage through their work. We also offer coverage to supplement and offset the costs of other high-deductible plans.

Our plans are flexible and offer different coverage options to accommodate every need and budget. We understand that one size does not fit all when it comes to health insurance and each person has different needs. Here at Eagle Health Advisors, we offer a range of health care solutions, plus access to value-added benefits, including wellness benefits, consumer discounts and even resources for small businesses.

We're standing by, ready to help you find the right solution.

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EAGLE HEALTH ADVISORS, LLC

(http://www.eaglehealthadvisors.com/)

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EXHIBIT B

HOME (HTTP://WWW.EAGLEHEALTHADVISORS.COM/)

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OUR PRODUCTS (HTTP://WWW.EAGLEHEALTHADVISORS.COM/OUR-PRODUCTS/)

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Eagle Health Advisors connects individuals and families to insured health benefits that balance essential health care with your budget and specific needs. If you are looking for health care coverage. We offer major medical Patient Protection and Affordable Care Act (PPACA) compliant plans, short term medical, accident and other supplemental insurance, your search just got easier. The knowledgeable, licensed agents at Eagle Health Advisors will work with you to find the best insurance plan for your situation.

Health Insurance Plan Options

- PPACA Compliant Major Medical
- Medicare Supplement
- Short Term Major Medical
- Gap Insurance
- Accident Insurance
- Dental
- Vision

The Eagle Advantage

- Flexible Plan Options
- Experienced, Friendly Licensed Agents
- One Resource for Multiple Needs
- Value-Added Benefits

Eagle Health Advisors | Address: 7520 Benbrook Parkway Benbrook, TX 76126 | Phone: (888) 594-9709

Eagle Health Advisors is a wholly owned subsidiary of Homeland HealthCare, Inc., a third-party administrator and general managing agency for health benefits. A person cannot obtain coverage under a health benefit plan until the person completes an application for coverage. Exclusions and limitations may apply. Availability of product varies by state.

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English

EXHIBIT C

ICANN WHOIS

www.eaglehealthadv Lookup

Showing results for: EAGLEHEALTHADVISORS.COM

Original Query: www.eaglehealthadvisors.com

Contact Information

Registrant Contact

Name: Bill Wachel
Organization: Homeland HealthCare
Mailing Address: 825 Market Street, Allen Texas 75013 United States
Phone: +1.4693245109
Ext:
Fax:
Fax Ext:
Email: bill.wachel@homelandhealthcare.com

Admin Contact

Name: Bill Wachel
Organization: Homeland HealthCare
Mailing Address: 825 Market Street, Allen Texas 75013 United States
Phone: +1.4693245109
Ext:
Fax:
Fax Ext:
Email: bill.wachel@homelandhealthcare.com

Tech Contact

Name: Bill Wachel
Organization: Homeland HealthCare
Mailing Address: 825 Market Street, Allen Texas 75013 United States
Phone: +1.4693245109
Ext:
Fax:
Fax Ext:
Email: bill.wachel@homelandhealthcare.com

Registrar

WHOIS Server: whois.godaddy.com
URL: http://www.godaddy.com
Registrar: GoDaddy.com, LLC
IANA ID: 146
Abuse Contact Email: abuse@godaddy.com
Abuse Contact Phone: +1.4806242505

Status

Domain Status: clientTransferProhibited
http://www.icann.org/epp#clientTransferProhibited
Domain Status: clientUpdateProhibited
http://www.icann.org/epp#clientUpdateProhibited
Domain Status: clientRenewProhibited
http://www.icann.org/epp#clientRenewProhibited
Domain Status: clientDeleteProhibited
http://www.icann.org/epp#clientDeleteProhibited

Important Dates

Updated Date: 2014-04-25
Created Date: 2012-04-24
Registration Expiration Date: 2016-04-24

Name Servers

NS23.DOMAINCONTROL.COM
NS24.DOMAINCONTROL.COM

Raw WHOIS Record

```
Domain Name: EAGLEHEALTHADVISORS.COM
Registry Domain ID: 1715658890_DOMAIN_COM-VRSN
Registrar WHOIS Server: whois.godaddy.com
Registrar URL: http://www.godaddy.com
Update Date: 2014-04-25T11:23:43Z
Creation Date: 2012-04-24T12:17:55Z
Registrar Registration Expiration Date: 2016-04-24T12:17:55Z
Registrar: GoDaddy.com, LLC
Registrar IANA ID: 146
Registrar Abuse Contact Email: abuse@godaddy.com
Registrar Abuse Contact Phone: +1.4806242505
Domain Status: clientTransferProhibited
http://www.icann.org/epp#clientTransferProhibited
Domain Status: clientUpdateProhibited
http://www.icann.org/epp#clientUpdateProhibited
Domain Status: clientRenewProhibited
http://www.icann.org/epp#clientRenewProhibited
Domain Status: clientDeleteProhibited
http://www.icann.org/epp#clientDeleteProhibited
Registry Registrant ID:
Registrant Name: Bill Wachel
Registrant Organization: Homeland HealthCare
Registrant Street: 825 Market Street
Registrant Street: Suite 300
Registrant City: Allen
Registrant State/Province: Texas
Registrant Postal Code: 75013
Registrant Country: United States
Registrant Phone: +1.4693245109
Registrant Phone Ext:
Registrant Fax:
Registrant Fax Ext:
Registrant Email: bill.wachel@homelandhealthcare.com
Registry Admin ID:
Admin Name: Bill Wachel
Admin Organization: Homeland HealthCare
```

Admin Street: 825 Market Street
Admin Street: Suite 300
Admin City: Allen
Admin State/Province: Texas
Admin Postal Code: 75013
Admin Country: United States
Admin Phone: +1.4693245109
Admin Phone Ext:
Admin Fax:
Admin Fax Ext:
Admin Email: bill.wachel@homelandhealthcare.com
Registry Tech ID:
Tech Name: Bill Wachel
Tech Organization: Homeland HealthCare
Tech Street: 825 Market Street
Tech Street: Suite 300
Tech City: Allen
Tech State/Province: Texas
Tech Postal Code: 75013
Tech Country: United States
Tech Phone: +1.4693245109
Tech Phone Ext:
Tech Fax:
Tech Fax Ext:
Tech Email: bill.wachel@homelandhealthcare.com
Name Server: NS23.DOMAINCONTROL.COM
Name Server: NS24.DOMAINCONTROL.COM
DNSSEC: unsigned
URL of the ICANN WHOIS Data Problem Reporting System:
http://wdprs.internic.net/
>>> Last update of WHOIS database: 2015-06-26T20:00:00Z <<<

For more information on Whois status codes, please visit
https://www.icann.org/resources/pages/epp-status-codes-2014-06-16-en

The data contained in GoDaddy.com, LLC's WhoIs database, while believed by the company to be reliable, is provided "as is" with no guarantee or warranties regarding its accuracy. This information is provided for the sole purpose of assisting you in obtaining information about domain name registration records. Any use of this data for any other purpose is expressly forbidden without the prior written permission of GoDaddy.com, LLC. By submitting an inquiry, you agree to these terms of usage and limitations of warranty. In particular, you agree not to use this data to allow, enable, or otherwise make possible,

```
dissemination or collection of this data, in part or in its
entirety, for any
purpose, such as the transmission of unsolicited advertising and
and solicitations of any kind, including spam.  You further agree
not to use this data to enable high volume, automated or robotic
electronic
processes designed to collect or compile this data for any purpose,
including mining this data for your own personal or commercial
purposes.

Please note: the registrant of the domain name is specified
in the "registrant" section.  In most cases, GoDaddy.com, LLC
is not the registrant of domain names listed in this database.
```

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WHOIS Compliance FAQs

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SBS License Services

NAIC National Association of Insurance Commissioners

Missouri Department of Insurance, Financial Institutions & Professional Registration

DIFP Department of Insurance Financial Institutions & Professional Registration

EXHIBIT D

Licensee Look-up

This document may serve in lieu of a Letter of Certification.

Report Date: June 26, 2015
Total Number of Licensees = 1

Selected Criteria	
First Name = None	**Middle Name** = None
Last Name = None	**Suffix** = None
Business Entity Name = eagle health advisors	**Is Resident?** = All
License Num = None	**License Type** = All
License Status = All	**LOAs** = All
National Producer Number = None	**DBA Name** = None
Sort By = Last Name	**Licensee Type:** = Business Entity

*** Indicates those agents which have branch offices. Click the link to view.**

To view active Affiliations of the following type(s) click on the License Type link.
- Designated Responsible Licensee
- Other Affiliations

Look-Up Results

License Number	NPN	Res Status	Full Name	License Type *(Click link for Affiliations)*	License Status (Status Date)	LOAs (Effective Date)	Expiration Date	DBA Name	Business Address City, State, ZIP	Business Phone	Designated Home State
8211050	16735052	N	EAGLE HEALTH ADVISORS LLC	Business Entity Producer	Active (09/03/2014)	NO LOA ASSIGNED (09/08/2014)	09/07/2016		ALLEN, TX, 75013	(214) 871-2118	N/A

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Missouri Department of Insurance, Financial Institutions & Professional Registration Active Affiliations List for Licensee

Agent Information

Licensee Name:	**EAGLE HEALTH ADVISORS LLC**
License Number:	**8211050**
NPN:	**16735052**
Report Date:	**06/26/2015**

Active Designated Responsible Licensee Affiliations

License-License Number	Licensee Name	License Number	NPN	Effective Date
Business Entity Producer-8211050	BYRNES, ROBERT JEFF	322304	1256697	09/07/2012

Active Affiliations

License-License Number	Licensee Name	License Number	License Type	Effective Date
Business Entity Producer-8211050	BYRNES, ROBERT	322304	Producer	09/07/2012

Close

EXHIBIT
E

LEADERSHIP TEAM

Meet the Executives at the Helm of Homeland HealthCare, Inc.

- Core Values (http://homelandhealthcare.com/why-homeland/core-values/)
- Leadership Team (http://homelandhealthcare.com/why-homeland/leadership-team/)
- Business Alliances (http://homelandhealthcare.com/why-homeland/business-alliances/)
- Licensing & Legal (http://homelandhealthcare.com/why-homeland/licensing-legal/)
- Contact Us

Stephen V. Jones

CEO

Stephen Jones founded what is now Homeland HealthCare, Inc. in 1997 and possesses more than 25 years of experience in the insurance industry. Prior to founding the company, he served as regional ma...

READ MORE

Robert Byrnes

President

Robert Byrnes has more than 20 years of experience in the insurance industry. He joined Homeland HealthCare, Inc. as a partner in 2006 after serving as president of Premier Marketing Alliance, a marketing agency specializing in individual medical health insurance, from 2002-2006. Prior to joining PMA, from 1990-1999, Mr. Byrnes was executive vice president of marketing at Lifestyles Marketing. Mr. Byrnes studied business at Louisiana State University.

HIDE

Jennifer Casey

Chief Operations Officer

Jennifer Casey joined Homeland HealthCare, Inc. in 2010, bringing more than 20 years of experience in the insurance, sales and marketing industries. Ms. Casey previously served in various positions...

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Reba Leonard

Chief Compliance Officer

Reba Leonard joined Homeland HealthCare, Inc. in 2010, with more than 25 years of experience in analysis, business process improvement, project management and operations management. Previously, Ms....

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Scott Holt

President of Sales

Scott Holt joined Homeland HealthCare, Inc. in 2008, bringing more than 25 years of experience in developing sales channels and driving growth, as well as creating superior customer service strateg...

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(https://twitter.com/HomelandHC)
(http://www.facebook.com/HomelandHC)

SBS License Services

NAIC National Association of Insurance Commissioners

Missouri Department of Insurance, Financial Institutions & Professional Registration

DIFP Department of Insurance Financial Institutions & Professional Registration

EXHIBIT F

Licensee Look-up

This document may serve in lieu of a Letter of Certification.

Report Date: June 26, 2015
Total Number of Licensees = 2

Selected Criteria	
First Name = None	**Middle Name** = None
Last Name = None	**Suffix** = None
Business Entity Name = homeland health	**Is Resident?** = All
License Num = None	**License Type** = All
License Status = All	**LOAs** = All
National Producer Number = None	**DBA Name** = None
Sort By = Last Name	**Licensee Type:** = Business Entity

*** Indicates those agents which have branch offices. Click the link to view.**

To view active Affiliations of the following type(s) click on the License Type link.
- Designated Responsible Licensee
- Other Affiliations

Look-Up Results

License Number	NPN	Res Status	Full Name	License Type *(Click link for Affiliations)*	License Status (Status Date)	LOAs (Effective Date)	Expiration Date	DBA Name	Business Address City, State, ZIP	Business Phone	Designated Home State
8020412	8156304	N	HOMELAND HEALTHCARE AGENCY INC	Business Entity Producer	Active (09/15/2014)	NO LOA ASSIGNED (09/15/2014)	09/15/2016		ALLEN, TX, 75013	(214) 871-2118	N/A
8073739	15817154	N	HOMELAND HEALTHCARE INC	Business Entity Producer	Active (06/11/2015)	NO LOA ASSIGNED (06/11/2015)	06/10/2017		ALLEN, TX, 75013	(214) 871-2118	N/A

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Missouri Department of Insurance, Financial Institutions & Professional Registration
Active Affiliations List for Licensee

Agent Information

Licensee Name: HOMELAND HEALTHCARE AGENCY INC
License Number: 8020412
NPN: 8156304
Report Date: 06/26/2015

Active Designated Responsible Licensee Affiliations

License-License Number	Licensee Name	License Number	NPN	Effective Date
Business Entity Producer-8020412	BYRNES, ROBERT JEFF	322304	1256697	09/09/2008

Active Affiliations

License-License Number	Licensee Name	License Number	License Type	Effective Date
Business Entity Producer-8020412	BYRNES, ROBERT	322304	Producer	09/09/2008

Close

Missouri Department of Insurance, Financial Institutions & Professional Registration Active Affiliations List for Licensee

Agent Information

Licensee Name:	**HOMELAND HEALTHCARE INC**
License Number:	**8073739**
NPN:	**15817154**
Report Date:	**06/26/2015**

Active Designated Responsible Licensee Affiliations

License-License Number	Licensee Name	License Number	NPN	Effective Date
Business Entity Producer-8073739	BYRNES, ROBERT JEFF	322304	1256697	06/10/2011

Active Affiliations

License-License Number	Licensee Name	License Number	License Type	Effective Date
Business Entity Producer-8073739	BYRNES, ROBERT	322304	Producer	06/10/2011

Close

15SL-CC02292

EXHIBIT G

STATE OF COLORADO Department of Regulatory Agencies, Division of Insurance 1560 Broadway, Ste. 850, Denver, CO 80202	
In the Matter of the Insurance Producer Licenses of Homeland HealthCare Inc., Nonresident Insurance Producer License Number 357020; **Homeland HealthCare Agency, Inc.**, Nonresident Insurance Producer License Number 324210; **Robert Jeff Byrnes, Jr.**, Nonresident Insurance Producer License Number 291389; **AHB Sales LLC**, Nonresident Insurance Producer Agency License No. 404972; **Eagle Health Advisors**, Nonresident Insurance Producer License Number 404991; **Guidepointe Solutions LLC**, Nonresident Insurance Producer Agency License No. 405006; and, **Level One Health LLC**, Nonresident Insurance Producer Agency License No. 405020, United of Omaha Life Insurance Company, insurer, Magen Michel Inmon, Nonresident Insurance Producer License Number 335673; Candace Victoria Sheffield, Nonresident Insurance Producer License Number 376651; and Jennifer Lynn Midgley, Nonresident Insurance Producer License Number 371099, Respondents.	▲ COURT USE ONLY ▲ **Final Agency Order No.: O-15-013** Division File Nos.: 235484 and 233044

STIPULATION FOR ENTRY OF FINAL AGENCY ORDER

HOMELAND RESPONDENTS

The Colorado Division of Insurance ("Division"), and Respondents Homeland HealthCare Inc., Homeland HealthCare Agency, Inc., Robert Jeff Byrnes, Jr., AHB Sales LLC, Eagle Health Advisors, Guidepointe Solutions LLC and Level One Health LLC, (collectively "the Homeland Respondents"), hereby enter into this Stipulation for Entry of Final Agency Order ("Stipulation") to resolve as between them the matters at issue in Office of Administrative Courts ("OAC") Case Number IN-2013-0006 and Division File Numbers 235484 and 233044 and do hereby stipulate and agree as follows:

I. JURISDICTION

1. The Commissioner of Insurance ("Commissioner") has jurisdiction over the Homeland Respondents and the subject matter herein pursuant to the provisions of the Colorado Producer Licensing Model Act ("PLMA"), §§10-2-101 through 10-2-1101, C.R.S., as well as Title 10, Art. 3, Part 11, C.R.S., regarding Unfair Competition and Deceptive Practices.

2. The Commissioner has the duty and responsibility to supervise the business of insurance in the State of Colorado, and to investigate and enforce Colorado insurance laws and regulations, as set forth in §§ 10-1-108(5), (7), and 10-3-1106, C.R.S.

3. Pursuant to § 10-1-104(2), C.R.S, the Commissioner has delegated the duties and responsibilities of investigating, enforcing and taking actions to enforce compliance with the insurance laws of Colorado to the Division and its staff.

4. Pursuant to § 10-1-103(1), C.R.S., the Division is an agency of the State of Colorado, duly authorized and acting pursuant to law.

5. At times relevant hereto, the Homeland Respondents held the following nonresident producer licenses: Homeland HealthCare Inc., number 357020; Homeland HealthCare Agency, Inc., number 324210; Robert Jeff Byrnes, Jr., number 291389; AHB Sales LLC, number 404972; Eagle Health Advisors, license number 404991; Guidepointe Solutions LLC, number 405006; and, Level One Health LLC, number 405020, which licenses allow the Homeland Respondents to transact the business of insurance in Colorado.

II. FACTS DETERMINED UPON INVESTIGATION

6. In July of 2011, the Division received a consumer complaint alleging that representatives and insurance producers acting on behalf of Homeland HealthCare had made false representations relative to insurance policies that had been sold to a consumer, Mr. CR, through his wife, Ms. TR. The Division opened Division File Numbers 235484 and 233044 to investigate this complaint and related matters.

7. The facts detailed in paragraphs (8) through (44) of this Stipulation were determined upon the Division's investigation with regard to Division File Numbers 235484 and 233044.

Affiliated Workers Association

8. Affiliated Workers Association ("AWA") is a not-for-profit corporation that provides benefits to its members, including, among other things, term life insurance and the opportunity to purchase health insurance.

9. In the summer of 2011, membership in the AWA was open to any individual 18 or over, residing in an eligible state, including Colorado.

Homeland HealthCare Inc., Subsidiaries, and Associated Persons

10. Homeland HealthCare Inc. ("HHC") is a third-party administrator that oversees and coordinates AWA member enrollment and the benefits offered to AWA members, including insurance products. HHC also provides administrative services related to AWA member enrollment and benefits.

11. As the third-party administrator for AWA, HHC recruits, contracts with, trains, supervises and compensates subsidiaries and other entities, as well as independent contractors and/or employees and representatives, to assist HHC in providing services for AWA.

12. Since at least November of 2006, HHC has directly employed or has utilized independent contractors to apply for, solicit, negotiate, procure, sell, and place insurance policies for Colorado consumers joining AWA and enrolling in AWA health insurance programs.

13. Since at least November of 2006, HHC has utilized subsidiaries and other entities that directly employ or utilize independent contractors to apply for, solicit, negotiate, procure, sell, and place insurance policies for Colorado consumers joining AWA and enrolling in AWA health insurance programs.

14. Homeland HealthCare Agency, Inc. ("HHCA") is a wholly owned subsidiary of HHC.

15. At times relevant hereto, America's Insurance Consultants, LLC, ("AIC") was under contract with HHC to solicit, negotiate and sell AWA memberships and health insurance offered with AWA memberships.

16. In 2012, AIC sold the company's physical and financial assets to HHC, who then merged those assets into Eagle Health Advisors LLC ("Eagle") a wholly owned subsidiary of HHC.

17. At times relevant hereto, Homeland HealthCare Enterprises, LLC ("HHCE") was a wholly owned subsidiary of HHC under contract with HHC to solicit, negotiate and sell AWA memberships and health insurance offered with AWA memberships.

18. At times relevant hereto, America's Health Brokers, Inc. was under contract with HHC to solicit, negotiate and sell AWA memberships and health insurance offered with AWA memberships.

19. In 2012, America's Health Brokers, Inc., sold the company's physical and financial assets to Homeland HealthCare, Inc., who then merged those assets into AHB Sales LLC, a wholly-owned subsidiary of HHC which obtained its Colorado nonresident producer agency license on August 6, 2012.

20. At times relevant hereto, Level One Health Group Inc. was under contract with HHC to solicit, negotiate and sell AWA memberships and health insurance offered with AWA memberships.

21. In 2012, Level One Health Group Inc., sold the company's physical and financial assets to Homeland HealthCare, Inc., who then merged those assets into Level One Health LLC, a wholly-owned subsidiary of HHC which obtained its Colorado nonresident producer agency license on August 6, 2012.

22. At times relevant hereto, AmeriHealthcare Holdings LLC ("AmeriHealthcare") was under contract with HHC to solicit, negotiate and sell insurance policies with AWA memberships.

23. In 2012, AmeriHealthcare was succeeded by Guidepointe Solutions LLC, ("Guidepointe") a wholly-owned subsidiary of HHC which obtained its Colorado nonresident producer license on August 6, 2012.

24. Robert Jeff Byrnes, Jr., is the responsible producer for the Colorado nonresident insurance producer agency licenses of HHC, HHCA, HHCE, Eagle, AHB Sales LLC, Level One Health LLC, and Guidepointe.

Sale of Insurance Policies in Colorado by Unlicensed Agencies and Individuals

25. Individuals working on behalf of HHC as employees or independent contractors solicited, negotiated and sold 610 health insurance policies to AWA members in Colorado from November of 2006 through July 6, 2010 when HHC was not a licensed Colorado insurance producer agency.

26. Individuals working on behalf of HHCA as employees or independent contractors solicited, negotiated and sold 44 health insurance policies to AWA members in Colorado from November of 2006 through October 29, 2008 when HHCA was not a licensed Colorado insurance producer agency.

27. Individuals working on behalf of HHC as employees or independent contractors for HHCE solicited, negotiated and sold 4 health insurance policies to AWA members in Colorado in July of 2009 even though HHCE has never held a Colorado nonresident producer agency license.

28. Individuals working on behalf of HHC as employees or independent contractors for America's Health Brokers Inc., solicited, negotiated and sold 354 policies to AWA members in Colorado between October of 2010 and February of 2012 when America's Health Brokers Inc., was not a licensed Colorado producer agency.

29. Individuals working on behalf of HHC as employees or independent contractors of Level One Health Group Inc. solicited, negotiated and sold 14 policies to AWA members in Colorado between May of 2011 and January of 2012 when Level One Health Group Inc. was not a licensed Colorado producer agency.

30. Individuals working on behalf of HHC as employees or independent contractors of AmeriHealthcare solicited, negotiated and sold 44 policies to AWA members in Colorado between March of 2011 and January of 2012 when AmeriHealthcare was not a licensed Colorado producer agency.

31. Individuals working on behalf of HHC as employees or independent contractors solicited, negotiated and sold 127 health insurance policies to AWA members in Colorado from December of 2006 through February of 2012 without having Colorado individual insurance producer licenses.

Misrepresentations Regarding Insurance Policies

32. In June of 2011, individual insurance producers working on behalf of HHC as independent contractors of America's Insurance Consultants solicited, negotiated and sold to Mr. CR, through his wife, Ms. TR, an AWA membership that came with, among other benefits, a $10,000 group term life insurance policy.

33. In June of 2011, individual insurance producers working on behalf of HHC as independent contractors of America's Insurance Consultants also solicited, negotiated and sold to Mr. CR, through his wife, Ms. TR, enrollment in an AWA UltraCare group health insurance policy.

34. In August of 2011, individual insurance producers working on behalf of HHC as independent contractors of America's Insurance Consultants solicited, negotiated and sold

to Mr. CR, through his wife, Ms. TR, a second AWA membership that also came with a $10,000 term life insurance policy.

35. In August of 2011, individual insurance producers working on behalf of HHC as independent contractors of America's Insurance Consultants also solicited, negotiated and sold to Mr. CR, through his wife, Ms. TR, enrollment in an AWA NowCare group health insurance policy.

36. At the time of soliciting, negotiating and selling enrollment in the AWA NowCare group health insurance policy to Mr. CR, through his wife, Ms. TR, the individual producers involved in the solicitation, negotiation, and sale of the policy made false statements or representations relative to Mr. CR's application for insurance.

37. In July and August of 2011, Mr. CR was hospitalized due to an illness.

38. On August 23, 2011, Mr. CR died.

39. In July of 2011 and for months thereafter, Ms. TR sought benefits under the group term life insurance policy provided with each AWA membership and under the AWA UltraCare and NowCare group health insurance policies that she had enrolled Mr. CR in at the time of purchasing his AWA memberships.

40. In the fall of 2011 and winter of 2012, representatives of HHC falsely represented to Ms. TR and to AWA insurance carriers that Mr. CR had been ineligible for AWA membership, for the group term life insurance offered with each AWA membership, and for enrollment in an AWA UltraCare group health insurance policy, thereby misrepresenting the terms of an insurance contract.

Failure to Timely Report Administrative Actions in Other States and Misrepresentation in a License Application

41. HHCA failed to timely report to the Division within 30 days the order the Commissioner of the Kentucky Department of Insurance entered against it on June 28, 2011 in the case of *In the Matter of Homeland Healthcare Agency, Inc.*

42. HHC and HHCA failed to timely report to the Division within 30 days the order entered against them by the Office of the Commissioner of Insurance in Georgia on July 8, 2011 in the case of *In the Matter of Homeland HealthCare, Inc. and Homeland HealthCare Agency, Inc.*

43. HHCA failed to timely report to the Division within 30 days the order the Commissioner of the Office of Financial and Insurance Regulation in Michigan issued against HHCA on March 23, 2012 in the case of *In the Matter of American Medical and Life Insurance Company v. AIM Health Plans, Inc., et al.*

44. On May 14, 2012, HHC provided incorrect, misleading, or materially untrue information in HHC's application to renew its insurance producer agency license when HHC answered "no" to Question 2 on the application, which asked, "Has the business entity or any owner, partner, officer or director, or manager or member of a limited liability company, ever been named or involved as a party in an administrative proceeding, including a FINRA sanction or arbitration proceeding regarding any professional or occupational license, or

registration?"

III. OAC CASE NO. IN-2013-0006

45. Based on the facts detailed in paragraphs (8) through (44) of this Stipulation, on September 10, 2013 the Division filed a Notice to Set, Notice of Hearing, Notice of Duty to Answer, Notice of Charges, and Notice of Option to Engage in Alternative Dispute Resolution ("Notice of Charges"), against the Homeland Respondents and others, thereby initiating OAC Case Number IN-2013-0006.

46. On October 31, 2013 the Division filed a Motion to File an Amended Notice of Hearing, Notice of Duty to Answer, Notice of Charges, and Notice of Option to Engage in Alternative Dispute Resolution ("Amended Notice of Charges") in OAC Case Number IN-2013-0006. The ALJ granted the Division's motion for leave on November 19, 2013.

47. While the Division's motion for leave was pending, on November 14, 2013 the Homeland Respondents filed an Answer to the Amended Notice of Charges.

IV. AGREEMENT

48. In order to avoid the uncertainty and cost of litigation, the Division and the Homeland Respondents agree to resolve as between them the matters at issue in OAC Case Number IN-2013-006 and Division File Numbers 235484 and 233044 as detailed in this Stipulation.

49. The Homeland Respondents admit that the Division has jurisdiction over this matter, as detailed in paragraphs (1) through (5) of this Stipulation.

50. The Homeland Respondents admit the facts determined upon the Division's investigation detailed in paragraphs (8) through (44) of this Stipulation.

51. The Homeland Respondents admit that the facts detailed in paragraphs (8) through (44) of this Stipulation constitute violations of provisions of the PMLA and Title 10, Art. 3, Part 11, C.R.S., regarding Unfair Competition and Deceptive Practices, as set out in the Amended Notice of Charges, and are grounds for sanctions as set forth in the Amended Notice of Charges.

52. For a minimum of five years from the effective date of the Final Agency Order approving this Stipulation ("the Compliance Period"), the insurance producer licenses of the Homeland Respondents shall be placed in probationary status. If after such five-year period, the Homeland Respondents have complied with all of the terms of the Stipulation and have not committed a violation of Colorado's insurance laws in the interim, such probation shall be lifted and the Compliance Period shall end. However, if the Division determines that any of the Homeland Respondents have committed a violation of any of the terms of this Stipulation or have committed a violation of Colorado's insurance laws during such five-year period, such licenses shall remain in probationary status and the Compliance Period shall continue until the Homeland Respondents have complied with the terms of this Stipulation and Colorado's insurance laws for at least five continuous years.

53. Notwithstanding the terms of the Compliance Period described in this Stipulation, a violation of any of the terms of this Stipulation, the PLMA, or Title 10, Article

3, Part 11, C.R.S., regarding Unfair Competition and Deceptive Practices by any of the Homeland Respondents occurring after the effective date of the Final Agency Order approving this Stipulation, is, after notice and an opportunity for hearing as provided for under Colorado's insurance laws and Title 24, Article 4, C.R.S., grounds for revocation or other discipline as provided under the PLMA..

54. For the purpose of determining a violation of this Stipulation, the PLMA, or Title 10, Article 3, Part 11, C.R.S., regarding Unfair Competition and Deceptive Practices, a violation shall include not only a violation committed by any of the Homeland Respondent entities or by Robert Jeff Byrnes, Jr., but shall include also a violation by any entity that is a partially or wholly owned subsidiary, successor, agent, or assignee of any of the Homeland Respondents, and a violation by any official, employee, agent, assignee, or independent contractor working on behalf of the Homeland Respondents.

55. The Homeland Respondents shall be assessed a civil penalty of $500,000 for their violations of the PMLA and Title 10, Art. 3, Part 11, C.R.S., for which the Homeland Respondents are jointly and severally liable, and which shall be paid to the Division as follows:

(a) $250,000 will be payable over two years in three increments; $75,000, $75,000, and $100,000, with the first $75,000 payment due within 30 days of the issuance of the Final Agency Order approving this Stipulation, and the second and third payments of $75,000 and $100,000, respectively, due on the first and second anniversaries of the issuance of the Final Agency Order, so all three payments will be received within two years of the issuance of the Final Agency Order.

(b) The remaining $250,000 of the civil penalty shall be stayed until and unless, after notice and an opportunity for hearing as provided for under Colorado's insurance laws and Title 24, Article 4, C.R.S., it has been determined that any of the Homeland Respondents have violated any of the terms of this Stipulation, which violation occurs after the effective date of the Final Agency Order approving this Stipulation, whereupon the Homeland Respondents shall be jointly and severally liable for up to $50,000 of the stayed civil penalty for each such violation, up to the full amount of the stayed civil penalty of $250,000. This is in addition to any other sanction imposed by the Commissioner under Colorado insurance law for each such violation.

56. Pursuant to § 24-34-108, C.R.S., the Homeland Respondents shall be assessed a surcharge on the civil penalty that is payable under this Stipulation, which surcharge shall be payable to the Division at the same time that the civil penalty is due and at the rate in effect at the time the civil penalty is due, and for which the Homeland Respondents shall be jointly and severally liable. The surcharge to be collected is ten (10) percent of the fine or penalty amount due. The surcharge only applies to the first $75,000.00 of any fine or penalty, and is thus equal to $7,500.00. The surcharge assessed shall be used to fund the development, implementation, and maintenance of a consumer outreach and education program.

57. If the Homeland Respondents fail to make any portion of the payments required by this Stipulation in a timely manner, the Commissioner will be entitled to amend the Final Agency Order approving this Stipulation to reflect that the non-resident insurance producer licenses of all the Homeland Respondents are revoked, and that the entire civil penalty of $500,000 and the commensurate surcharge, less any payments already made by the Homeland Respondents, is immediately due and payable, for which the Homeland Respondents are jointly and severally liable. In agreeing to this provision of the Stipulation, the Homeland Respondents knowingly and voluntarily waive any rights they would otherwise have to dispute such Amended Final Agency Order, including but not limited to the rights afforded by §§ 10-2-801, 24-4-104, -105, and -106, C.R.S, which provide for: the right to a hearing; the right to be represented at a hearing by counsel chosen and retained by the Homeland Respondents; the right to present a defense, oral and documentary evidence, and to cross-examine witnesses at such hearing; and, the right to seek judicial review of the amended Final Agency Order resulting from the Homeland Respondents' non-compliance with or violation of the terms and conditions of the payment provisions of this Stipulation.

58. As part of the Compliance Period described in this Stipulation for Final Agency Order, the Homeland Respondents have agreed to implement a Corrective Action Plan ("CAP") by August 15, 2014 to remedy the issues raised in the Amended Notice of Charges. The requirements of the CAP shall continue throughout the Compliance Period unless otherwise stated herein, or unless the Division otherwise agrees in writing after the effective date of the Final Agency Order approving this Stipulation that the Homeland Respondents may modify or terminate any particular requirements of the CAP. Under the CAP, the Homeland Respondents have implemented, or will implement within the timeframes specifically set forth below, the following corrective measures:

(a) Agency Licensing and Appointment Controls – the Homeland Respondents represent that they have instituted computer system controls to prevent unlicensed sales to consumers. When an enrollment is being input by the agent, the system will verify that the agent and the agent's parent agency are authorized to complete the transaction by evaluating the license and appointment status of that agent and the parent agency in the state where the new member resides. Beginning with the month in which the Final Agency Order approving this Stipulation becomes effective, the Homeland Respondents will provide monthly reports to the Division to verify that the system is allowing Colorado consumer enrollments by agents and their parent agencies only when both the agent and agency are properly licensed and appointed in Colorado. The report will include a census of all new Colorado enrollments for the calendar month, and will provide the following fields of information for each Colorado enrollment:

- Member Name
- Member Number Assigned by HHC
- Agent Number Assigned by HHC
- Agent Colorado License Number [if no license on file for agent, this field will be blank]
- Date of Colorado License (Active Date) [if no license on file for agent, this

field will be blank]

- Status of Colorado License (Active or Inactive) [if license is expired, the status of this field will be inactive]
- Agency Name
- Agency Number Assigned by HHC
- Agency Colorado License Number [if no license on file for agency, this field will be blank]
- Date of Colorado License (Active Date) [if no license on file for agency, this field will be blank]
- Status of Colorado License (Active or Inactive) [if license is expired, the status of this field will be inactive]

This report will be provided to the Division monthly, on or about the 10th of each calendar month. This report will be provided in spreadsheet format in a .pdf file type.

(b) Agent Logon Security Policy and Credentials – the Homeland Respondents represent that they have implemented strong password logon credentials for the back office system functions, and that they will, within 30 days of the issuance of the Final Agency Order approving this Stipulation, apply the same strong password authentication procedure to accessing the agent enrollment website. Agents will be trained in data security policies to safeguard their system access credentials, and trained that the disclosure of their credentials to any other individual is prohibited and could result in termination for cause. If the true agent of record is in question for any Colorado consumer transaction, management audit logs shall be accessed to provide an accurate audit trail of each logon date/time and IP Address. These management tracking reports can provide an indication of multiple or anomalous IP addresses used for a single agent logon credential. Homeland Respondents will provide the management tracking report at the time of project implementation to the Division and semi-annually thereafter. The Homeland Respondents will provide the Division with any reports that indicate multiple or anomalous IP addresses used for a single agent logon credential and denote those reports as such.

(c) Additions to Agency Application Forms - the Homeland Respondents represent that they have implemented a new application form for each new agency that makes an application to conduct business with HHC which includes a notification that agency licensing is required in all states in which they are conducting the business of insurance. A new form will be required at time of application for the principal agent of any agency making application to HHC, and will include an attestation to be completed by the principal agent for that agency, that the agency will operate in full compliance with the law in all jurisdictions where they are conducting the business of insurance, and that they understand that they are responsible for being knowledgeable and aware of changes to the laws in each jurisdiction. This attestation form will be provided to existing agencies to complete and returned to HHC no later than 30 days from the issuance of the Final Agency Order approving this Stipulation. Beginning on September 1, 2014, a report will be generated that lists all new agencies approved by HHC in the previous quarter. For each agency listed in the New Agency report, the application form and the attestation will be provided to the division. No later than September 15, 2014, existing agency attestations will be collected, uploaded to the server and annotated on the agency record. A report will be generated (manual tracking report) to identify all agencies who returned an attestation. The manual tracking report will be provided to the Colorado Division of Insurance no later than September 30, 2014 for review. HHC will provide the new agency report quarterly, and the annual attestation report on or about September 15 in each subsequent reporting year.

(d) Quarterly Audit of Agency Licenses - No later than the 25th of the calendar month following the end of a calendar quarter, HHC will create an audit report that lists all new Colorado members and the license status of the agent and the agency (if applicable) assigned as the agent of record for that member. The first report will be generated on 08/25/2014 for business transactions from 04/01/2014 through 07/30/2014. Information to be displayed on the report:

- Member Name
- Member Number Assigned by HHC
- Date Member Enrolled
- Effective Date of Membership
- Agent Name
- Agent Number Assigned by HHC
- Agent License Number
- Agent License Status
- Agency Name
- Agency Number Assigned by HHC
- Agency License Number
- Agency License Status
- Carrier Data (group can be repeated up to 10x)*
- Carrier
- Policy Number
- Association Policy Effective Dates

Any discrepancies found will be investigated to rule out a record keeping or manual update error in the Enrollment123 records. If a sale is found to have been conducted by an unlicensed agent or agency, the member information will be provided to HHC's Member Advocate Group (MAG) for cancellation and re-enrollment by a licensed agent. The results of the re-enrollment effort will be manually annotated on the report prior to the report being produced to the Division. The report will be in a spreadsheet format, in .pdf file type. Production of the report, and the results of contact with the member shall constitute self-reporting on the part of HHC to the Division regarding any unlicensed sales that occur. The report shall specifically identify sales to Colorado residents found to have been conducted by an unlicensed agent and/or agency, and shall identify the unlicensed agent and/or agency that made the sale. The report will be certified by an officer of the company prior to being provided to the

Division. Following the monitoring period, HHC will report, on an as needed basis, any instances of unlicensed sales by agents or agencies.

(e) Annual Site Inspections of Independent Agencies - No less than annually, HHC will contract with a 3rd party compliance organization to conduct a site inspection at each active, independent agency. Prior to the site visit, a compliance questionnaire will be sent to the agency by HHC, requesting that they complete the questionnaire in advance of the annual site visit. HHC will download a report of all agent records present for that agency in Enrollment123 and will provide the licensing information to the site inspector, along with the completed questionnaire. The site inspector will contact the agency 24 hours in advance to notify of a site visit. The site inspector will conduct a site visit to review the questionnaire responses, and compare responses to the physical site, including an accounting of all agents present on the floor at the time of the inspection, to compare to the agent report provided by HHC. The site inspector will provide a written report to HHC on any discrepancies found in the agency. HHC will contact the agency about remediation of noted deficiencies, and will provide the agency 30 days to complete corrective actions. If corrective actions are not complete in 30 days, HHC will use discretion in granting extensions in 5 business day increments (only if there is concerted effort on the part of the agency to complete corrective actions). Agencies that demonstrate unwillingness to take corrective action will be terminated at the conclusion of the 30 day grace period. HHC will provide the Division with the final inspection report provided by the 3rd party inspector. HHC will provide the initial site inspection report to the Division no later than 09/25/2014, and annually for each subsequent monitoring year. The Division shall have the right to review and approve the pre-inspection questionnaire being sent to the independent agencies, as well as the right to review the responses received.

(f) Controls over Agent Compensation for Unlicensed Sales - Prior to each HHC earned commission payment date on the 20th of the month, an audit report will be run to determine if any new members in the state of Colorado were enrolled by unlicensed agents or unlicensed agencies. Any new member that is discovered to be the result of improperly licensed agents or agencies will be cancelled and refunded in full. The member information will be provided to the MAGto notify the member of the cancellation and to attempt to re-enroll the member (by a licensed agent). Commission accounting will make appropriate deductions of commission from the agent commission payment, if the cancellation does not automatically deduct the commission amount from the agent's commission statement. Reporting of any unlicensed sales to Colorado residents is addressed by subparagraph (d), above.

(g) Secret Shopper Program Improvements - the Homeland Respondents represent that they have implemented a Secret Shopper Program through Verify International, Inc. The improvements to this project will include two primary activities:

(1) Explore ways to improve lead site seeding (undetermined milestones):
a. HHC will work with the more prominent lead vendors to

determine if there is a way to target specific agencies with its seeding efforts. HHC will continue to explore all possible solutions for inserting its secret shopper resources into the internet lead channel.

b. HHC will request that Verify International, Inc. increase the number of seeds listed as Colorado residents in an attempt to target agencies that are intentionally purchasing Colorado leads.

(2) Report results to Division:

a. HHC will provide the Division with reporting of the results of each secret shopper campaign.

b. Frequency of the report will be quarterly, with the first report to be provided no later than September 15, 2014 for results of a campaign to run from April, 2014 through August, 2014.

c. Duration of the reporting will be the length of the Compliance Period, or such lesser time as determined at the discretion of the Division and communicated to HHC in writing.

The Division may, at its discretion, make revisions to the text of the secret shopper calls to make them more useful and effective, such as requiring the incorporation of elements identified in consumer complaints received by HHC through its secret shopper calls, new member calls, and otherwise. In addition, any complaint-related issues identified should be incorporated into HHC's ethics and unfair trade practices training described in subparagraph (i), below.

(h) New Member Welcome Calls - HHC will use Colorado licensed agents to conduct new member welcome calls to a randomly selected 25% of Colorado resident new members each month. The purpose of the calls is to provide a service to new members and to provide verification that the agent represented the benefits of the association membership correctly and without misrepresentation. A welcome call script will be used by the agent to conduct the welcome call. The script will focus primarily on verifying the members' understanding of their membership benefits. The call will ask the member to rate the agent on key points, such as targeted questions about how benefits were presented by the agent of record. At the conclusion of the call, the member will be asked to share any comments they have about their enrollment experience, and those comments (paraphrased) will be annotated on the member record in the customer service notes. All welcome calls will be recorded. Using the recorded call, all Colorado resident calls will be scored using a weighted scorecard. Any call that implies the use of unfair trade practices or misrepresentation on the part of the agent will be referred immediately to the compliance department who will take the following actions:

- Have recorded call transcribed and review call transcript
- Contact the member
- Verify information disclosed during the welcome call to the agent
- Ask member to provide specific information (quotes, examples provided by

agent, etc.) about the alleged practice used by the agent
- Ask the member if they would be willing to provide a written account of their experience by responding to an electronic survey
- Confirm with the member that they understand their benefits, inquire if they have any additional questions
- If necessary, refer the member to a licensed agent for additional assistance
- Send member a link to electronic survey
- Follow up with the member in 5 business days if no survey received
- If no survey received within 10 days of contact, list resolution as "member declined survey"
- Review surveys received
- Prepare letter to agent, noting the alleged behavior, and placing the agent on warning and require the agent to complete the compliance training module as step 1 of remediation
- Begin conducting welcome calls for 100% of agent new enrollments for a period of one month
- Follow this process for any new allegations arising from the 100% welcome call

From date of first warning, and retraining:
- If there are 3 or more additional allegations of noncompliant behavior by the agent, terminate for cause (for enrollments dated after the warning notice/re-training)
- If there are no additional allegations within 30 days of warning notice, for enrollments dated after the warning/retraining, reduce welcome call monitoring to 50% of agent new enrollments for 30 additional days
- If no additional allegations in the second 30 day monitoring period, cease additional monitoring and return to normal random monitoring.

Three reports will be provided to the Division monthly (on the last Friday of the calendar month following the monitoring period) for calls conducted to Colorado residents:
- Summarized results of welcome call scorecards
- Summarized results of returned surveys
- Tracking report of follow up on allegations (compliance procedures) with status.

Details of the report contents will provide the Colorado Division of Insurance, at a minimum, with the following data:

Report 1: Summarized results of welcome call scorecards
- Number of Scorecards for the month
- Average score
- High Score
- Low Score
- Problem Categories
- Narrative paragraph describing the problem areas observed, specific

observations that may require revisions to training modules, etc.

Report 2: Summarized results of surveys received

- Number of surveys received
- Return %
- Average score
- High score
- Low score
- Narrative paragraph describing the prevalent issues reported.

Report 3: Tracking report of all compliance referrals

- Member Name
- Agent Name
- Agent Number Assigned by HHC
- Date of enrollment
- Date of welcome call
- Date of compliance contact with Member
- Date survey sent
- Date survey received
- Date letter Sent to agent
- Date agent completed re-training
- Date 100% monitoring started (first 30 day monitoring period)
- Number of allegations during 100% monitoring
- Date 50% monitoring started (second 30 day monitoring period)
- Final disposition (cease monitoring or termination).

Depending on the initial results of the welcome calls, the Division may at its discretion require HHC to increase the percentage of new members subjected to the welcome calls, or the Division may allow HHC to reduce the percentage after an initial monitoring period. The Division reserves the right to approve the elements of the welcome calls including the call script, scorecard, policy and procedures, and method of reporting results to the Division. As with the secret shopper calls, the Division may require incorporation of elements identified in consumer issues and complaints received by HHC through its new member calls and otherwise, into HHC's ethics and unfair trade practices training described in subparagraph (i), below.

(i) Compliance Training - within 30 days of the issuance of the Final Agency Order approving this Stipulation, HHC will develop and implement a training module that focuses specifically on the compliant management of insurance sales operations. The following topics will be included in the training:

- Licensing requirements (agent and agency)
- Carrier appointment requirements (agent and agency)
- Telemarketing Sales Rule (16 CFR Part 310)
- Telephone Consumer Protection Act of 1991 (47 USC §227)
- Homeland HealthCare, Inc.'s core values
- Homeland HealthCare, Inc.'s code of ethics

- In depth training on unfair trade practices
- In depth training on deceptive trade practices
- Possible consequences
- Homeland HealthCare, Inc.'s progressive response policy

Course Attributes:

- Learners will not be able to advance (skip) slides or videos presented in the training
- Learners will be required to pass a knowledge check before progressing to the next section of the training module
- Learners will be returned to the slides/video relevant to missed questions
- Learners will be presented with only the questions missed to answer correctly
- Learners will be provided unlimited attempts to pass knowledge checks
- Course development will be based on generally accepted adult learning models, using multi-media to engage the learner actively
- Course completion exam must achieve a minimum passing score of 90% to complete the course
- Course is not complete until the course completion exam is completed with a minimum score of 90%

An external course development vendor (Bluewater Learning, Inc.) has been engaged to produce the training module from content provided by HHC. The module will be deployed to all independent agents and agencies for completion. New agents/agencies will be required to complete the training before being activated to conduct business with HHC, and they will be required to complete the training annually thereafter. Existing agents will be given 30 days from notice to complete the training, and they will be required to complete the training annually thereafter. Annual training will be required to be completed on the anniversary date of the previous training. A grace period of no more than 30 days may be granted on a case by case basis at the discretion of the Chief Compliance Officer. HHC will require that the principal agent for all agencies complete the training, even if they do not intend to be an active producer. HHC will also require that the owner(s) of the agency (who may not be a principal agent) complete the training. HHC will provide the Division with monthly reports on the 15th of the month following each month of training from the learning management system for all agents with a Colorado non-resident license. These monthly reports will include a summary of the following information:

- Number of trainings attempted in the reporting period
- Number of trainings completed in the reporting period
- Number of trainings abandoned (not completed in 30 days) in the reporting period.

In addition, the monthly reports will include the following detailed information for Colorado licensees:

- Agent Name
- Agent License Number

- Agency Name (if applicable)
- Agency License Number (if applicable)
- Date Compliance Training Completed
- Test Score Results.

The Division may at its discretion require incorporation of elements identified in consumer issues and complaints received by HHC through its secret shopper calls, new member calls, and otherwise, into HHC's ethics and unfair trade practices training and learning management system.

(j) Agent Training Standards - within 45 days of the issuance of the Final Agency Order approving this Stipulation, HHC will develop and implement revised agent training standards in response to concerns about agents misrepresenting the benefits of the association memberships they are marketing. Currently, the minimum passing score for a 25 question completion exam is 70%. The number of questions in the completion exam for any association membership product marketing training will be increased to 40 questions, and the minimum passing score will be raised to 85% to insure the agent has demonstrated an appropriate level of knowledge about the association membership benefits. The membership product marketing training modules will be deployed to the learning management system, and all agent training will take place through the learning management system. HHC will provide the Division with summarized test results by the 15th of the month following the calendar month reporting period. The first such report will be provided to the Division for the calendar month following the issuance of the Final Agency Order approving this Stipulation. Summarized reports will include, at a minimum, the following data:

- Number of training modules attempted (will exclude Compliance training module)
- Number of training modules completed
- Number of training modules abandoned (not completed in 30 days) in the reporting period
- Average test score.

The Division may at its discretion require incorporation of elements identified in consumer issues and complaints received by HHC through its secret shopper calls, new member calls, and otherwise, into HHC's agent training standards.

(k) Agent/Agency Manual - within 45 days of the issuance of the Final Agency Order approving this Stipulation, each agent and agency will be required to receive a compliance manual. Each agent and agency will also be required to acknowledge receipt of the manual by returning a signed affirmation of receipt for the manual. This receipt will be filed on the agent (agency) record in Enrollment123 and in the agent (agency) file on HHC's secured network server. Any receipts not received within 30 days of receipt of the compliance manual by the agent or agency will require an email follow-up with the agent or agency. If there is no response within 10 business days of the follow-up email, the agent enrollment websites will be inactivated until the receipt is received. The compliance manual will contain:

- HHC policies on the following topics:
  - Licensing
  - Appointments
  - Telemarketing Sales Rule (16 CFR Part 310)
  - Telephone Consumer Protection Act of 1991 (47 USC §227)
  - Unfair Trade Practices
  - Consumer Complaints
  - Progressive response policy to compliance violations
- Insurance Advertising Guidelines
- Code of Ethics
- Core Values
- Ethics Helpline
- Manual receipt form (to be completed and returned to HHC)

HHC will provide the Division with a copy of the completed Agent Compliance Manual for all agents with Colorado resident or non-resident licenses. HHC will provide the Division with a monthly report that summarizes the performance of the manual delivery. The report will be delivered on the 15th of the calendar month following the calendar reporting period. The first such report will be provided to the Division for the calendar month following the issuance of the Final Agency Order approving this Stipulation. This report will provide, at a minimum, the following information:

- Number of manuals delivered
- Number of manuals acknowledged
- Number of follow-up emails delivered
- Number of agent enrollment websites inactivated due to non-receipt.

The Division may at its discretion require incorporation of elements identified in consumer issues and complaints received by HHC through its secret shopper calls, new member calls, and otherwise, into HHC's agent/agency manuals. The Division reserves the right to approve the content of the agent/agency manuals, including the Code of Ethics.

(l) Quarterly Compliance Review with President and CEO – beginning within 30 days of the issuance of the Final Agency Order approving this Stipulation, and continuing no less than once per quarter during the Compliance Period, a compliance review will be conducted with the Chief Compliance Officer, the President and the CEO of HHC and the President of Sales. The purpose of the compliance review is to review the following reporting:

- Consumer Complaints by Agency
  - New complaints received in the quarter
  - Recidivism by agency (agent)
  - Remediation status of any agencies assigned re-training
- Compliance statistics
  - Summarized compliance training results
  - Summarized product marketing training results

- Summarized results of site inspections
- Summarized results of welcome calls
- Status of agents with allegations of unfair trade practices or misrepresentation

- Ethics Helpline case review.

HHC will report quarterly to the Division that the Compliance Review meeting was held, and HHC will provide a copy of the minutes of each quarterly meeting to the Division.

(m) Periodic Reporting Requested by the Colorado Division of Insurance - the Homeland Respondents represent that they have complied with the general reporting requirements listed below as part of the settlement negotiations in this case, and for any omissions, the Homeland Respondents will comply with said reporting requirements within 30 days of the issuance of the Final Agency Order approving this Stipulation, within the timeframes provided in the CAP set forth in this paragraph 59, or within 30 days of receiving an additional request for information in writing from the Division, whichever is applicable. The Homeland Respondents confirm that they have provided the following information to the Division:

- Updated information regarding all websites operated by or on behalf of HHC (and subsidiary companies and agencies)
- Updated list of insurance companies HHC (or its affiliated agents and agencies) represent
- Copies of all marketing and advertising materials intended for use in Colorado relating to the business of insurance in Colorado and/or relating to any Colorado consumers
- Copies of sales materials, including sales scripts, used by any and all agents affiliated with HHC, intended for use in Colorado and/or relating to any Colorado consumers
- Copies of all employee training presentations
- Data and recordings of secret shopper calls performed prior to May 2014
- An up-to-date list of names and license information for all W-2 agents and contract agents affiliated with HHC, as well as the names of wholly owned and contracted agencies, including identification of which agents work for which agencies
- A data download of the producer information used by HHC to track and verify Colorado licensed agents and agencies
- A list of all Colorado insureds who obtained insurance through HHC between December 1, 2006 and May 2014, and for each member, the Carrier(s); policy number(s); dates of coverage; and agent responsible for enrolling the member
- Notification of any insurance carrier(s) who terminates its contract or relationship with HHC, or any of their affiliated agencies, and notification of any instance where HHC or its affiliated agencies terminate their relationship with any insurance carrier(s)
- Copy of the complaint tracking report for Colorado residents.

The various reporting requirements described in this subparagraph (m) includes the duty by HHC to supplement these reports to the Division within 30 days of any substantive changes to these reports, unless a less frequent schedule for updates is provided under the CAP. The supplemental reports may include only the changes that occurred within the supplemental period being reported. Furthermore, the Division reserves the right to approve the format of all such reports.

59. If after the effective date of the Final Agency Order approving this Stipulation but within the Compliance Period, an insurance carrier providing coverage to Colorado consumers terminates its relationship with any of the Homeland Respondents or any membership association for which any of the Homeland Respondents is a third-party administrator, the Homeland Respondents shall provide written notice to the Division and the Compliance Auditor within ten days after any of the Homeland Respondents receive notice of the termination.

60. If after the effective date of the Final Agency Order approving this Stipulation but within the Compliance Period, any of the Homeland Respondents or any membership association for which any of the Homeland Respondents is a third-party administrator wishes to terminate its relationship or contract with any insurance carrier providing coverage to Colorado consumers, the Homeland Respondents shall provide advance written notice to the Division of such intent to terminate.

61. If after the effective date of the Final Agency Order approving this Stipulation but within the Compliance Period, any of the Homeland Respondents or any membership association for which any of the Homeland Respondents is a third-party administrator changes an insurance carrier or insurance benefits being provided to Colorado consumers enrolled in insurance programs or membership associations offered through any of the Homeland Respondents, the Homeland Respondents shall provide proof to the Division of disclosure of such change to all insureds and association members affected by such change.

62. By entering into this Stipulation, the Homeland Respondents agree that they shall not create any business entity, enter into any business relationship, or engage in any other conduct that, by doing so, would subvert any of the requirements of this Stipulation.

63. The Division shall within ten business days of the effective date of the Final Agency Order approving this Stipulation, enter into a stipulation to dismiss with prejudice the Homeland Respondents from OAC Case Number IN-2013-0006.

64. By entering into this Stipulation, the Homeland Respondents knowingly and voluntarily waive any rights they would otherwise have to dispute the matters asserted in OAC Case Number IN-2013-0006, and Division File Numbers 235484 and 233044, including but not limited to the rights afforded by §§ 10-2-801, 24-4-104, -105, and -106, C.R.S, which provide for: the right to a hearing; the right to be represented at a hearing by counsel chosen and retained by the Homeland Respondents; the right to present a defense, oral and documentary evidence, and to cross-examine witnesses at such hearing; and, the right to seek judicial review.

65. The Division and the Homeland Respondents agree that this Stipulation is a full and final settlement of the issues raised between them in OAC Case Number IN-2013-

0006 and Division File Numbers 235484 and 233044.

66. Neither this Stipulation nor the Final Agency Order approving this Stipulation shall be deemed in any manner to prevent the Division from commencing any other agency action relating to conduct of the Homeland Respondents not settled herein, and without regard to whether such conduct occurred prior to the date of this Stipulation or the Final Agency Order approving this Stipulation.

67. The Homeland Respondents understand and acknowledge that the Division may take such lawful actions as may be required or appropriate to investigate and determine whether the Homeland Respondents are in compliance with this Stipulation and the Final Agency Order approving this Stipulation.

68. In the event the Division takes action relating to alleged violations of this Stipulation or the Final Agency Order approving this Stipulation, the Stipulation and Final Agency Order shall be admissible in full in that proceeding for any purpose.

69. The Homeland Respondents enter into this Stipulation freely and voluntarily, after having had the opportunity to consult with counsel of their choice, and with full understanding and acceptance of the legal consequences of this Stipulation and the Final Agency Order approving this Stipulation.

70. The Homeland Respondents agree that, upon execution of this Stipulation, no subsequent action or assertion shall be maintained or pursued in any manner asserting the invalidity of this Stipulation and Final Agency Order and its provisions.

71. The Homeland Respondents understand that this Stipulation and the Final Agency Order approving this Stipulation shall be reported to the National Association of Insurance Commissioners as required by §§ 10-2-416(5)(e) and 10-2-803(2), C.R.S.

72. Invalidation of any provision of this Stipulation or the Final Agency Order approving this Stipulation by a court of competent jurisdiction will in no way affect any other provisions, which shall remain in full force and effect.

73. Upon the Commissioner's entry of the Final Agency Order approving this Stipulation, this Stipulation and the Final Agency Order shall be a public record under the Colorado Public Records Act, as required by §§ 24-72-200.1, et seq., C.R.S.

74. This Stipulation is subject to approval by the Commissioner or the Commissioner's designee, and shall become effective and binding upon the Division and the Homeland Respondents upon such approval. Should the Commissioner decline to approve this Stipulation, the Division and Homeland Respondents shall retain all of their rights, claims and/or defenses, and any factual and/or legal admissions made by the Homeland Respondents shall be withdrawn.

75. This Stipulation and Final Agency Order embodies the entire agreement between the Division and the Homeland Respondents, and there are no agreements, understandings, representations or warranties that are not expressly set forth herein.

THE HOMELAND RESPONDENTS:

Homeland HealthCare Inc.:

Reba J. Leonard (signature) 8-7-2014

Signature Date

By: REBA J. LEONARD Vice President, Secretary, Treasurer

Print Name Title

Subscribed and sworn to before me in the County of Collin, State of Texas, this 7th day of August 2014, by Reba J. Leonard.

NOTARY PUBLIC STATE OF TEXAS
Christy Le' Anne Fortenberry
Commission Expires
05-12-2016

Christy L. Fortenberry (signature)

NOTARY PUBLIC

My Commission expires: 5-12-2016

[END OF TEXT ON THIS PAGE]

Homeland HealthCare Agency, Inc.:

Reba J. Leonard
Signature

8-7-2014
Date

By: REBA J. LEONARD
Print Name

Vice President, Secretary, Treasurer
Title

Subscribed and sworn to before me in the County of Collin, State of Texas,

this 7th day of August 2014, by ______.

NOTARY PUBLIC STATE OF TEXAS Christy Le' Anne Fortenberry Commission Expires 05-12-2016

Christy L. Fortenberry
NOTARY PUBLIC

My Commission expires: 5-12-2016

Robert Jeff Byrnes, Jr.:

[signature]
Signature

8-7-2014
Date

Subscribed and sworn to before me in the County of Collin, State of Texas,

this 7th day of August 2014, by Robert Jeff Byrnes, Jr..

NOTARY PUBLIC STATE OF TEXAS Christy Le' Anne Fortenberry Commission Expires 05-12-2016

Christy L. Fortenberry
NOTARY PUBLIC

My Commission expires: 5-12-2016

[END OF TEXT ON THIS PAGE]

AHB Sales LLC:

Reba J. Leonard (signature) 8-7-2014
Signature Date

By: REBA J. LEONARD Vice President, Secretary, Treasurer
Print Name Title

Subscribed and sworn to before me in the County of Collin, State of Texas,
this 7th day of August 2014, by Reba J. Leonard.

NOTARY PUBLIC STATE OF TEXAS Christy Le' Anne Fortenberry Commission Expires 05-12-2016

Christy L. Fortenberry (signature)
NOTARY PUBLIC

My Commission expires: 5-12-2016

Eagle Health Advisors:

Reba J. Leonard (signature) 8-7-2014
Signature Date

By: REBA J. LEONARD Vice President, Secretary, Treasurer
Print Name Title

Subscribed and sworn to before me in the County of Collin, State of Texas,
this 7th day of August 2014, by Reba J. Leonard.

NOTARY PUBLIC STATE OF TEXAS Christy Le' Anne Fortenberry Commission Expires 05-12-2016

Christy L. Fortenberry (signature)
NOTARY PUBLIC

My Commission expires: 5-12-2016

[END OF TEXT ON THIS PAGE]

Guidepointe Solutions LLC:

Reba J Leonard ______________________ 8-7-2014
Signature Date

By: REBA J LEONARD ______________________ Vice President, Secretary, Treasurer
Print Name Title

Subscribed and sworn to before me in the County of Collin, State of Texas,
this 7th day of August 2014, by Reba J. Leonard.

NOTARY PUBLIC STATE OF TEXAS Christy Le' Anne Fortenberry Commission Expires 05-12-2016

Christy L. Fortenberry
NOTARY PUBLIC

My Commission expires: 5-12-2016

Level One Health LLC:

Reba J Leonard ______________________ 8-7-2014
Signature Date

By: REBA J. LEONARD ______________________ Vice President, Secretary, Treasurer
Print Name Title

Subscribed and sworn to before me in the County of Collin, State of Texas,
this 7th day of August 2014, by Reba J. Leonard.

NOTARY PUBLIC STATE OF TEXAS Christy Le' Anne Fortenberry Commission Expires 05-12-2016

Christy L. Fortenberry
NOTARY PUBLIC

My Commission expires: 5-12-2016

[END OF TEXT ON THIS PAGE]

FOR THE COLORADO DIVISION OF INSURANCE:

PEGGY A. BROWN, ESQ.
Deputy Commissioner of Consumer Affairs

8/13/2014
DATE

APPROVED AS TO FORM AND SUBSTANCE:

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Assistant Attorney General
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Colorado Department of Law
Business & Licensing Section
1300 Broadway, 8th Floor
Denver, CO 80203
Telephone: (720) 508-6428 (Frigo)
Telephone: (720) 508-6386 (Larson)

STATE OF COLORADO Department of Regulatory Agencies, Division of Insurance 1560 Broadway, Ste. 850, Denver, CO 80202	
In the Matter of the Insurance Producer Licenses of Homeland HealthCare Inc., Nonresident Insurance Producer License Number 357020; **Homeland HealthCare Agency, Inc.**, Nonresident Insurance Producer License Number 324210; **Robert Jeff Byrnes, Jr.**, Nonresident Insurance Producer License Number 291389; **AHB Sales LLC**, Nonresident Insurance Producer Agency License No. 404972; **Eagle Health Advisors**, Nonresident Insurance Producer License Number 404991; **Guidepointe Solutions LLC**, Nonresident Insurance Producer Agency License No. 405006; and, **Level One Health LLC**, Nonresident Insurance Producer Agency License No. 405020, United of Omaha Life Insurance Company, insurer, Magen Michel Inmon, Nonresident Insurance Producer License Number 335673; Candace Victoria Sheffield, Nonresident Insurance Producer License Number 376651; and Jennifer Lynn Midgley, Nonresident Insurance Producer License Number 371099, Respondents.	▲ COURT USE ONLY ▲ **Final Agency Order No.: O-15-013** ________ Division File Nos.: 235484 and 233044

FINAL AGENCY ORDER

HOMELAND RESPONDENTS

THIS MATTER comes before Marguerite Salazar, Commissioner of Insurance for the State of Colorado ("Commissioner"), upon the Stipulation for Entry of Final Agency Order ("Stipulation") between the Colorado Division of Insurance ("Division") and Respondents Homeland HealthCare Inc., Homeland HealthCare Agency, Inc., Robert Jeff Byrnes, Jr., AHB Sales LLC, Eagle Health Advisors, Guidepointe Solutions LLC and Level One Health LLC, (collectively "the Homeland Respondents"). After reviewing the Stipulation, which is attached and incorporated herein, the Commissioner makes the following findings and enters the following order:

FINDINGS

1. The Commissioner has jurisdiction over the Homeland Respondents and the subject matter herein pursuant to the provisions of the Colorado Producer Licensing Model Act ("PLMA"), §§10-2-101 through 10-2-1101, C.R.S., as well as Title 10, Art. 3, Part 11, C.R.S., regarding Unfair Competition and Deceptive Practices.

2. By entering into the Stipulation, the Homeland Respondents have waived any rights they would otherwise have to dispute the matters asserted in OAC Case Number IN-

2013-0006, and Division File Numbers 235484 and 233044, including but not limited to the rights afforded by §§ 10-2-801, 24-4-104, -105, and -106, C.R.S, which provide for: the right to a hearing; the right to be represented at a hearing by counsel chosen and retained by the Homeland Respondents; the right to present a defense, oral and documentary evidence, and to cross-examine witnesses at such hearing; and, the right to seek judicial review of this Final Agency Order.

3. The Commissioner hereby accepts and makes as Findings the factual allegations and violations of Colorado insurance laws as admitted by the Homeland Respondents in the Stipulation.

ORDER

Based upon the foregoing and the terms of the Stipulation between the Division and the Homeland Respondents, it is hereby ORDERED as follows:

4. The insurance producer licenses of the Homeland Respondents are hereby placed in probationary status and the Homeland Respondents are subject to a Compliance Period as detailed in the Stipulation.

5. The Homeland Respondents shall be assessed a civil penalty of $500,000 for their violations of the PMLA and Title 10, Art. 3, Part 11, C.R.S., for which the Homeland Respondents are jointly and severally liable, and which shall be paid to the Division as follows:

(a) $250,000 will be payable over two years in three increments; $75,000, $75,000, and $100,000, with the first $75,000 payment due within 30 days of the issuance of the Final Agency Order approving this Stipulation, and the second and third payments of $75,000 and $100,000, respectively, due on the first and second anniversaries of the issuance of the Final Agency Order, so all three payments will be received within two years of the issuance of the Final Agency Order.

(b) The remaining $250,000 of the civil penalty shall be stayed until and unless the Commissioner, after notice and an opportunity for hearing as provided for under Colorado's insurance laws and Title 24, Article 4, C.R.S., determines that any of the Homeland Respondents have violated any of the terms of this Stipulation, which violation occurs after the effective date of the Final Agency Order approving this Stipulation, whereupon the Homeland Respondents shall be jointly and severally liable for up to $50,000 of the stayed civil penalty for each such violation, up to the full amount of the stayed civil penalty of $250,000, in addition to any other sanction imposed by the Commissioner under Colorado insurance law for each such violation.

6. Pursuant to § 24-34-108, C.R.S., the Homeland Respondents shall be assessed a surcharge on the civil penalty that is payable under this Stipulation, which surcharge shall be payable to the Division at the same time that the civil penalty is due and at the rate in

effect at the time the civil penalty is due, and for which the Homeland Respondents shall be jointly and severally liable. The surcharge to be collected is ten (10) percent of the fine or penalty amount due. The surcharge only applies to the first $75,000.00 of any fine or penalty, and is thus equal to $7,500.00. The surcharge assessed shall be used to fund the development, implementation, and maintenance of a consumer outreach and education program.

7. If the Homeland Respondents fail to make any portion of the payments required by paragraphs 5 or 6 of this Final Agency Order within the time frames provided for herein, the Commissioner may amend this Final Agency Order to reflect that the nonresident insurance producer licenses of all the Homeland Respondents are revoked and that the entire civil penalty of $500,000 plus surcharge, less any payments already made by the Homeland Respondents, is immediately due and payable, for which the Homeland Respondents are jointly and severally liable. The Homeland Respondents knowingly and voluntarily waive any rights they would otherwise have to dispute such Amended Final Agency Order, including but not limited to the rights afforded by §§ 10-2-801, 24-4-104, -105, and -106, C.R.S., which provide for: the right to a hearing; the right to be represented at a hearing by counsel chosen and retained by the Homeland Respondents; the right to present a defense, oral and documentary evidence, and to cross-examine witnesses at such hearing; and, the right to seek judicial review of the amended Final Agency Order resulting from the Homeland Respondents' non-compliance with or violation of the terms and conditions of paragraphs of the Stipulation.

8. The Division and the Homeland Respondents shall comply with the other requirements set out in the Stipulation.

9. In the event the Division commences an action against the Homeland Respondents for an alleged violation of this Final Agency Order, this Final Agency Order and the Stipulation shall be admissible in any such action.

10. The Stipulation is incorporated by reference, and all of its conditions, terms, and agreements are specifically made a part of this Final Agency Order as though fully set forth herein.

ORDERED and effective this 27th day of August, 2014.

Monte Salazar

MARGUERITE SALAZAR
COLORADO INSURANCE COMMISSIONER

CERTIFICATE OF SERVICE

This is to certify that I have duly served the within STIPULATION FOR ENTRY OF FINAL AGENCY ORDER and FINAL AGENCY ORDER upon all parties herein, at Denver, Colorado, this 27th day of August 2014, addressed as follows:

VIA U.S. MAIL TO:
Jason R. Dunn
Jonathan G. Pray
Brownstein Hyatt Farber Schreck LLP
Attorneys for the Homeland Respondents
410 Seventeenth Street, Suite 2200
Denver, CO 80202-4432

VIA INTEROFFICE MAIL TO:
Peter W. Frigo
Assistant Attorney General
Todd S. Larson
First Assistant Attorney General
Colorado Department of Law
Business & Licensing Section
1300 Broadway, 8th Floor
Denver, CO 80203

Melinda Adams

Business Wire
A Berkshire Hathaway Company

EXHIBIT
H

Homeland HealthCare, Inc. Had Tremendous Success during the Affordable Care Act Open Enrollment

March 11, 2015 10:58 AM Eastern Daylight Time

ALLEN, Texas--(BUSINESS WIRE)--Homeland HealthCare, Inc. ("Homeland"), a general agency that specializes in marketing health and wellness products to individual consumers and employer groups, had tremendous success during the Health Insurance Marketplace 2015 open enrollment period. Homeland's subsidiary agencies enrolled over 28,000 consumers in qualified major medical plans. Homeland's agencies successfully assisted 80% of enrollees with obtaining government subsidies to reduce their premium costs.

"Homeland was very excited about helping consumers with obtaining health insurance plans during the open enrollment period," said Scott Holt, President of Sales. "We exceeded our overall sales goals and anticipate even more success during the next enrollment period in 2015."

Homeland's experience in benefit selection, implementation and administration of health insurance plans over the years has helped them to become a leader in both the individual and employer group markets. Through its partnership with top-rated carriers in the major medical and worksite health insurance marketplace, Homeland delivers unique, flexible solutions for its clients.

About Homeland HealthCare, Inc.

Homeland HealthCare, Inc. (www.homelandhealthcare.com) is a third-party administrator and general agency specializing in the marketing of major medical and product management of supplemental insurance plans. Homeland HealthCare, Inc. markets benefits from a number of industry leading carriers, as well as wellness programs and health management tools to offer comprehensive health management solutions for individuals and employer groups. Homeland HealthCare, Inc. is committed to offering products that meet the needs of those looking for major medical insurance, as well as those who are looking for supplemental health insurance plans. Homeland HealthCare, Inc. is headquartered in Allen, Texas.

Contacts

Brooks & Associates Public Relations
Nanci Williams, 972-365-3559
nanci@brooksandassociatespr.com

15SL-CC02292

TOLL FREE: 800-493-4240 | EMAIL US (MAILTO:MEMBERSERVICES@HOMELANDHEALTHCARE.COM) | MEMBER SERVICES (

Homeland HealthCare
(http://homelandhealthcare.com/)

HOME (HTTP://HOMELANDHEALTHCARE.COM/) | WHY HOMELAND (HTTP://HOMELANDHEALTHCARE.COM/WHY-HOMELAND/) | HOW WE SERVE (HTTP://HOMELANDHEALTHCARE.COM/HOW-WE-SERVE/) | WHO WE SERVE (HTTP://HOMELANDHEALTHCARE.COM/WHO-WE-SERVE/) | SUCCESSES (HTTP://HOMELANDHEALTHCARE.COM/SUCCESSES/) | IN THE MARKET (HTTP://HOMELANDHEALTHCARE.COM/IN-THE-MARKET/) | CONTACT US (HTTP://HOMELANDHEALTHCARE.COM/CONTACT-US/)

EXHIBIT
I

We take time to actually listen to ensure you're matched to the product that best meets your needs

LEARN MORE (/HOW-WE-SERVE/)

Associations (/who-we-serve/associations/)

Agents (/who-we-serve/agents/)

Carriers (/who-we-serve/carriers/)

Members (http://www.membershipvp.com)

Headquartered in Allen, Texas, Homeland HealthCare, Inc. is a national third-party administrator and general agency that specializes in servicing a variety of health and wellness products to help manage day to day health care needs. These flexible plan options include Patient Protection and Affordable Care Act compliant Major Medical Health Insurance, Medicare Supplement, Gap Insurance, Short Term Medical, Accident insurance, Dental, Vision and Life Insurance. The company excels at managing targeted benefit packages that address the health care needs of individuals and families.

CORPORATE VALUES

1. Commitment to Compliance
2. Superior Customer Service
3. A Transparent Approach
4. A Standard of Integrity
5. Our Code of Conduct

BEST-IN-CLASS ALLIANCES

NHIC
National Health Insurance Company

Visit Our Blog
Homeland HealthCare
INSIDER
Insights into the daily health care challenges and concerns you face

(/blog)

Contact Us (http://homelandhealthcare.com/contact-us/) |
About Us (http://homelandhealthcare.com/why-homeland/)

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(https://plus.google.com/113374419198929314459)

(http://www.linkedin.com/company/homeland-healthcare)

(https://twitter.com/HomelandHC)

(http://www.facebook.com/HomelandHC)

EXHIBIT J

WHY HOMELAND

- Core Values (http://homelandhealthcare.com/why-homeland/core-values/)
- Leadership Team (http://homelandhealthcare.com/why-homeland/leadership-team/)
- Business Alliances (http://homelandhealthcare.com/why-homeland/business-alliances/)
- Licensing & Legal (http://homelandhealthcare.com/why-homeland/licensing-legal/)
- Contact Us

Homeland HealthCare, Inc. has been at the forefront of the major medical and supplemental health insurance industry since 1997. We tirelessly pursue innovative ways to solve the problems and barriers many Americans encounter in obtaining health insurance. Making health care accessible to everyone creates a myriad of opportunities for forward-thinking associations, insurance agents, insurance carriers and business partners, while making a meaningful difference in people's lives.

Homeland HealthCare, Inc. develops and administers major medical and supplemental health insurance solutions that are available in more than 40 states. Rely on a team of experienced insurance professionals with solid administrative expertise in both individual and group insurance plans. Our understanding of the market and unsurpassed support for associations, consumers, employer groups and insurance agents has made us one of the most respected third-party administrators in the industry.

Implementing Best Practices

We invite you to take a closer look at the people, practices and partners that set us apart from other third-party administrators of health and wellness benefits, which include major medical and supplemental health insurance plans:

Core Values (core-values)

Discover the foundation of our commitment to integrity, compliance, transparency and conduct that is always above reproach.

Leadership Team (leadership-team)

Innovation and excellence start at the top. Examine the stellar credentials and diverse strengths of this first-class executive team.

Business Partners (business-alliances)

The company we keep speaks volumes. Learn more about the organizations we entrust to support our steady growth.

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15SL-CC02292

Posted: a day ago

EXHIBIT K

Seeking Licensed Life and Health Agents (Benbrook, TX)

compensation: **Base + commission**

Come Grow With Us!!!

Eagle Health Advisors, located in Ft. Worth, is hiring full-time LICENSED LIFE AND HEALTH agents for inbound and outbound call center group enrollments (open enrollment and perpetual).

* New State-of-the-Art Facility located in Benbrook, TX
* Hourly Plus Commissions
* Paid Training including ACA Certification
* Health Insurance & 401K Plan
* Weekly Bonuses Available
* Shifts May Vary Based on Group Enrollment

Homeland Healthcare is an Equal Opportunity Employer.

- Principals only. Recruiters, please don't contact this job poster.
- do NOT contact us with unsolicited services or offers

15SL-CC02292
EXHIBIT
L

Reba Leonard, CCEP, PMP®

500+ connections

Skilled Compliance Professional with Government Relations Experience

Dallas/Fort Worth Area | Insurance

Current	Homeland HealthCare, Inc.
Previous	Homeland HealthCare, McAfee, HSBC Card Services
Education	Western Governors University of Texas
Recommendations	**1** person has recommended **Reba**
Websites	Homeland Healthcare Website

Join LinkedIn and access Reba's full profile. It's free!

As a LinkedIn member, you'll join 300 million other professionals who are sharing connections, ideas, and opportunities.

- See who you know in common
- Get introduced
- Contact **Reba** directly

View Reba's Full Profile

Summary

A business executive with 30 years of proven experience in military intelligence, business operations, compliance, retail credit, health insurance administration, regulatory affairs and government relations. Credentialed in both Project Management and Compliance. Posts track record of executive leadership in multiple project settings, including strategic planning, business development, enterprise program design, public positioning, business process improvement, team building, program and portfolio management, and product development. Proven ability to develop organizational strategy and translate into actionable plans. Demonstrated success in transforming challenged programs into operations that exceeded milestones and recognized for exceptional-class design and performance.

Specialties
Leadership • Strategic Planning • Negotiations • Program Management Project Management Business Process Improvement • Coaching • Government Relations • Business Development

Experience

Chief Compliance Officer

Homeland HealthCare, Inc.

April 2011 – Present (4 years 3 months) | Dallas/Fort Worth Area

• Developed and direct enterprise compliance program with a budget of $1,500,000.00 annually.
• Serve as corporate secretary and vice president to two holding companies, and 8 wholly owned subsidiary corporations.
• Advisor to board of directors on all matters of insurance regulation, licensing and litigation.
• Serve as corporate regulatory representative, interacting with Commissioners of Insurance and other regulatory bodies on a broad range of matters.

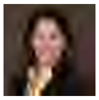
Search by name

Over 300 million professionals are already on LinkedIn. Find who you know.

First Name | Last Name

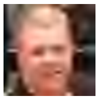
Example: Jeff Weiner

People Also Viewed



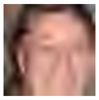
Jennifer Casey
Chief Operations Officer at Homeland HealthCare, Inc.

Scott Holt
President of Sales for Homeland Healthcare, Inc.

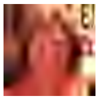


Robert Byrnes
President/CoOwner at Homeland HealthCare

Steve Jones
CEO/co-owner at Homeland HealthCare



Gerry Kraus
Vice President Compliance at Homesteaders Life Company

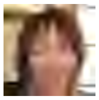


Tammy Kazmierczak
Sr. Marketing Manager at Homeland HealthCare

Maggie Stewart
AVP Operations/Regulatory Services at XL Catlin

Jenny Coig

Adam Sherritt
Corporate Training Manager at Homeland HealthCare



Barbara Breau, CIPP/C, CIPM
Assistant Vice President, Enterprise Compliance at Foresters

Vice President, Operations and Compliance Officer

Homeland HealthCare

• Assumed responsibility of the system administration and operations, driving efficiency improvements responsible for $20,000.00 savings monthly.
• Chaired comprehensive redesign of consumer fulfillment materials, facilitating compliance and consumer education for 45 diverse products.

Vice President, Project Management

Homeland HealthCare

March 2010 – February 2011 (1 year) | Allen, TX

• Successfully introduced and implemented a project management program to the organization, enabling the successful build out of critical operational infrastructure to support 38% annual growth rate.
• Implemented a structured and well defined project management program for the corporation.

Administration Manager

McAfee

January 2009 – March 2010 (1 year 3 months) | Plano, TX

• Managed the recovery phase of a troubled system conversion/implementation project, returning system to full functionality within 45 days, well ahead of expectations.
• Managed staff responsible for support of learning system program for over 6,000 employees globally and served as Learning Management System (LMS) functional expert.
• Directed projects to optimize LMS functions and managed integrated vendor relationships, including SumTotal, SkillSoft and SmartPros.

Manager / Program Manager

HSBC Card Services

2004 – 2009 (5 years) | Mettawa, IL

• Managed project team in excess of 120 resources to develop and deploy new debit card product for North America in partnership with two strategic vendors, managing a project budget of $40,000,000.00.
• North America card practice subject matter expert. Contributing to the successful awarding of 12 new client relationships, representing $100,000,000.00 in acquired assets.

Senior Project Manager

HSBC Card Services

2004 – 2009 (5 years) | Mettawa, IL

• Chaired due diligence committee for 12 months to establish objectives, and requirements for $30,000,000.00 capital expenditure project to develop a commercial credit processing system for the bank.
• Managed project team in excess of 120 resources to deliver a new commercial card processing system for the bank that ultimately yielded more than $1,000,000,000.00 in receivable assets.

Project Manager

HSBC Card Services

1996 – 2001 (5 years) | Wood Dale, IL

• Key project manager assigned to implement new Y2000 compliant credit card processing system and manage conversion of over 20 million card accounts.
• Led project to integrate acquired company (Beneficial Finance) credit card portfolio

Senior Business Analyst
HSBC Card Services
1994 – 1996 (2 years) | Wood Dale, IL

• Specialized in system enhancement projects previously failed. Completed numerous automation and upgrade projects, vastly improving infrastructure.

Staff Sergeant
US Army
February 1983 – October 1994 (11 years 9 months)

Active Duty - 1983 to 1988
Reserve - 1988 to 1994
Staff Sergeant - Top Secret SBI Clearance

Platoon Sergeant, Instructor, Intelligence Analyst

• Enciphered Communications Intercept Operator/Analyst (98K) (600 clock hours) with Bauded Systems certification (200 clock hours)
• Intelligence Analyst (96B) (200 clock hours)
• Signal Intelligence Analyst (98C) (300 clock hours)
• Instructor with adjunct faculty status with National Security Agency

Supervisor, Financial Analyst
Builders Square, Inc.
October 1988 – August 1994 (5 years 11 months)

Managed the internal accounts receivable functions for the Commercial business lines of the corporation.

Volunteer Experience & Causes

Mission Advisory Council Co-Chair
Custer Road United Methodist Church
July 2012 – Present (3 years) | Poverty Alleviation

Co-Chair a council of members who are developing the long term mission strategy for Custer Road United Methodist Church in Plano, TX

Course Director - Project Risk Management
Project Management Institute - Dallas
March 2010 – August 2012 (2 years 6 months) | Education

Coordinated facilitation team, managed course revision projects.

Stephen Ministry Leader
Custer Road United Methodist Church
January 2010 – Present (5 years 6 months) | Poverty Alleviation

Serve as a Stephen Ministry leader, leading education and recruiting efforts.

Causes Reba cares about:
Human Rights
Poverty Alleviation

Organizations Reba supports:

Family Promise of Collin County
Samaritan Inn
Agape House
Hope's Door
City House
My Friend's House
North Texas Food Bank
Summer Lunch Program
Bed Start

Organizations

National Association of Life Companies

Member
Starting April 2012

Project Management Institute

Member
Starting 2006

Project Management Professional (PMP®)

Society Of Corporate Compliance and Ethics Professionals

Member
Starting April 2012

Certifications

Compliance and Ethics Professional

Society of Corporate Compliance and Ethics
Starting June 2012

Project Management Professional

Project Management Institute
Starting November 2006

Skills

Project Management | Oral & Written... | Written & Oral... | Strategic Planning
Strategic Thinking | Strategic Leadership | Ethical Leadership | Professional Ethics
Compliance | Business Process... | Operations Management | Military Experience
Operational Risk... | Military Intelligence... | Change Management | See 25+

Education

Western Governors University of Texas

B.S., Business Management
2014 – 2016

Burlington Community High School

General Education, High School Diploma
1979 – 1982

Activities and Societies: Band, Orchestra, Choir

Interests

Risk Management Course Director at Da…

Groups

Credit Card Professi… | Chief Compliance Off… | Project Manager Co… | Insurance Professio…

Association of Comp… | WGU Texas Students… | Regulatory Complian… | See 21 more

View Reba's full profile to...

- See who you know in common
- Get introduced
- Contact **Reba** directly

View Reba's Full Profile

Not the Reba Leonard, CCEP, PMP® you're looking for? View more

LinkedIn member directory: a b c d e f g h i j k l m n o p q r s t u v w x y z more | Browse members by country

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IN THE CIRCUIT COURT OF ST. LOUIS COUNTY
STATE OF MISSOURI

MAX MARGULIS, individually and on behalf of all others similarly situated,	)	
Plaintiffs,	)	
v.	)	Case No.:
EAGLE HEALTH ADVISORS, LLC, a foreign limited liability company,	)	Division
and	)	
HOMELAND HEALTHCARE, INC., a foreign corporation,	)	
and	)	
JOHN DOES No. 1-10,	)	
Defendants.	)	

PLAINTIFF'S MOTION FOR CLASS CERTIFICATION[1]

[1] Recent developments in class action practice make necessary the filing of this motion with the complaint. Defendants in class litigation have resorted to making individual settlement offers to named plaintiffs before a class action is certified in an attempt to "pick-off" the putative class representative and thereby derail the class action litigation. Most courts have rejected these pick-off attempts and have held that the filing of a motion for class certification with the initial petition or within a number of days after service of any settlement offer to a named plaintiff staves off offers of judgment to the named plaintiff. Any settlement offer made after the filing of the motion for class certification must be made on a class-wide basis. *See Alpern v. UtiliCorp United*, 84 F.3d 1525 (8th Cir. 1996); *March v. Medicredit*, 2013 WL 6265070 at *4 (E.D. Mo. Dec. 4, 2013)("Putative class action plaintiffs would be wise to immediately file such motions to protect the class from similar motions to dismiss based on offers of judgment"); *Geismann v. Be-Thin, Inc.*, No. 4:15CV00615 ERW (E.D. Mo. May 11, 2015); *Lafollette v. Liberty Mut. Fire Ins. Co.*, 2015 No. 2:14CV04147 NKL (W.D. Mo. Jan. 9, 2015) (Order striking a defendant's Rule 68 offer of judgment to only the named plaintiff prior to class certification and denying the defendant's motion to dismiss the named plaintiff's claims as moot); *Prater v. Medicredit*, 2014 WL 3973863, at *6-7 (E.D. Mo. Aug. 14, 2014) (citing *March*, 2013 WL 6265070, at *4); *Goans Acquisition, Inc. v. Merch. Solutions, LLC*, 12-00539-CV-S-JTM, 2013 WL 5408460 at *6 n.4 (W.D. Mo. Sept. 26, 2013) (quoting *Damasco v. Clearwater Corp.*, 662 F.3d 891, 896 (7th Cir. 2011)). *E.g. Damasco v. Clearwire Corp.*, 662 F.3d 891, 896 (7th Cir. 2011)*Weiss v.*

COMES NOW Plaintiff Max Margulis ("Plaintiff"), individually and on behalf of all others similarly situated, by and through his undersigned counsel, and for his Motion for Class Certification, and his Class Action Petition filed contemporaneously herewith, states:

1. This cause should be certified as a class because all of the necessary elements of Rule 52.08 of the Missouri Rules of Civil Procedure are met.

2. Plaintiff requests that the Court certify a class, so the common claims of the Class members, based on uniform legal theory and factual allegations applicable to all Class members, can be resolved on a class-wide basis.

3. Plaintiff proposes the following Class definition:

> All persons in the United States whose residential telephone lines were called by or on behalf of Eagle Health or Homeland using an artificial or prerecorded voice to deliver a message without the prior express written consent of the called party since October 16, 2013.

4. Upon information and belief, there are at least hundreds, and possibly thousands, of persons who fall within the Class definition and therefore the Class is so numerous that joinder of all its members is impracticable.

5. There questions of law or fact common to the Class members.

Regal Collections, 385 F. 3d 337, 344 n. 12 (3d Cir. 2004); *see Jancik v. Cavalry Portfolio Servs.*, 2007 WL 1994026, at *2–3 (D. Minn. July 3, 2007) *Harris v. Messerli & Kramer, P.A.*, 2008 WL 508923, at *2–3 (D. Minn. Jan. 2, 2008) (same); *Johnson v. U.S. Bank Nat'l Assn.*, 276 F.R.D. 330, 333-335 (D. Minn. 2011) (same). *See also Lucero v. Bureau of Collection Recovery, Inc.*, 639 F.3d 1239, 1249 (10th Cir. 2011); *Mey v. Monitronics Int'l, Inc.*, 2012 WL 983766, at * 4-5 (N.D. W.Va. Mar. 22, 2012); *Hrivnak v. NCO Portfolio Mgmt., Inc.*, 723 F.Supp.2d 1020, 1029 (N.D. Ohio 2010); *McDowall v. Cogan*, 216 F.R.D. 46, 48-50 (E.D. N.Y. 2003).

6. The claims or defenses of the representative parties are typical of the claims or defenses of this Class.

7. Plaintiff and his counsel will fairly and adequately protect the interest of the Class.

8. Common issues of law or fact predominate over any individual issues, and a class action is the superior method for the fair and efficient adjudication of this controversy.

9. The prosecution of separate actions by or against individual members of the class would create a risk of:

A. Inconsistent or varying adjudications with respect to individual members of the class which would establish incompatible standards of conduct for Defendants; or

B. Adjudications with respect to individual members of the class which would as a practical matter be dispositive of the interests of the other members not parties to the adjudications or substantially impair or impede their ability to protect their interests.

10. Defendants have acted or refused to act on grounds generally applicable to the Class, thereby making appropriate final injunctive relief or corresponding declaratory relief with respect to the Class as a whole.

11. Because the prerequisites of Rule 52.08 are satisfied, this Court should certify the class. Plaintiff requests that the Court either enter and continue this motion or set a briefing schedule sufficiently long so that Plaintiff may take discovery as to class and merits issues. *See March*, 2013 WL 6265070 at *4; *Geismann*, No. 4:15CV00615 ERW (E.D. Mo. May 11, 2015).

12. All requirements of Rule 52.08 have been met. Plaintiff files this motion to avoid being "picked off" through an offer of judgment or individual settlement offer.

13. Plaintiff further requests that the Court appoint the Plaintiff Max Margulis as the class representative, and Dashtaki Law Firm, LLC, as class counsel.

14. Plaintiff also requests additional time to file his Suggestions in Support of his Motion for Class Certification in order to complete discovery of class certification issues to support each applicable element of Rule 52.08.

WHEREFORE Plaintiff respectfully requests that this Court certify this case as a class action and further requests that the Court appoint Plaintiff as Class Representative, appoint Plaintiff's counsel as Class Counsel; that this Court allow Plaintiff additional time for completion of discovery related to class certification issues, to file his Suggestions in Support of Plaintiff's Motion for Class Certification, and for the hearing of Plaintiff's motion for class certification; and for such other and further relief as the Court deems appropriate under the circumstances.

In the alternative, if the Court determines that this class certification motion be dismissed without prejudice as being premature, Plaintiff requests that the Court issue an order that Defendants not be allowed to make an offer of judgment or an individual settlement offer until the Court sets a scheduling order and the Plaintiff is allowed time to conduct discovery and file a future class certification motion pursuant to the Court's scheduling order and that the future class certification motion will relate back to the filing of the original class certification motion.

Respectfully submitted,

/s/ Cyrus Dashtaki
Cyrus Dashtaki, # 57606
Dashtaki Law Firm, LLC
5205 Hampton Avenue
St. Louis, MO 63109
Telephone: (314) 932-7671
Facsimile: (314) 932-7672
Email: cyrus@dashtaki.com

Attorney for Plaintiff and all others similarly situated

15SL-CC02292

In the
CIRCUIT COURT
Of St. Louis County, Missouri

For File Stamp Only

July 6, 2015
Date

Case Number

Division

Max Margulis, individually and on behalf of all others
Plaintiff/Petitioner

vs.

Eagle Health Advisors, LLC, et al.
Defendant/Respondent

REQUEST FOR APPOINTMENT OF PROCESS SERVER

Comes now Plaintiff (Requesting Party), pursuant to Local Rule 28, and at his/her/its own risk requests the appointment of the Circuit Clerk of

Name of Process Server	Address	Telephone
KB & Associates, LLC	3208 Shenandoah, St. Louis, MO 63156	(314) 645-4450
Name of Process Server	Address or in the Alternative	Telephone
Name of Process Server	Address or in the Alternative	Telephone

Natural person(s) of lawful age to serve the summons and petition in this cause on the below named parties. This appointment as special process server does not include the authorization to carry a concealed weapon in the performance thereof.

SERVE:
Homeland Healthcare, Inc.
Name
Registered Agent: CT Corporation
Address
120 S. Central Ave. Clayton, MO 63105
City/State/Zip

SERVE:
Name
Address
City/State/Zip

SERVE:
Name
Address
City/State/Zip

SERVE:
Name
Address
City/State/Zip

Appointed as requested:
JOAN M. GILMER, Circuit Clerk

By ______________________
Deputy Clerk

____
Date

/S/ Cyrus Dashtaki
Attorney/Plaintiff/Petitioner
57606
Bar No.
5205 Hampton Ave., St. Louis, MO 63109
Address
(314) 932-7671 (Phone No.)
(314) 932-7672 (Fax No.)

15SL-CC02292

In the
CIRCUIT COURT
Of St. Louis County, Missouri

For File Stamp Only

Max Margulis, individually and on behalf of all others
Plaintiff/Petitioner

July 6, 2015
Date

Case Number

vs.

Eagle Health Advisors, LLC, et al.
Defendant/Respondent

Division

REQUEST FOR APPOINTMENT OF PROCESS SERVER

Comes now Plaintiff (Requesting Party), pursuant to Local Rule 28, and at his/her/its own risk requests the appointment of the Circuit Clerk of

Name of Process Server	Address	Telephone
Collin County Sheriff's Office	4300 Community Ave. McKinney, TX, 75071	(972) 547-5143
Name of Process Server	Address or in the Alternative	Telephone
Name of Process Server	Address or in the Alternative	Telephone

Natural person(s) of lawful age to serve the summons and petition in this cause on the below named parties. This appointment as special process server does not include the authorization to carry a concealed weapon in the performance thereof.

SERVE:
Eagle Health Advisors, LLC
Name
Registered Agent: Reba J. Leonard
Address
825 Market St., Suite 300, Allen, TX, 75013
City/State/Zip

SERVE:
Name
Address
City/State/Zip

SERVE:
Name
Address
City/State/Zip

SERVE:
Name
Address
City/State/Zip

Appointed as requested:
JOAN M. GILMER, Circuit Clerk

By ______________________
Deputy Clerk

____
Date

/S/ Cyrus Dashtaki
Attorney/Plaintiff/Petitioner
57606
Bar No.
5205 Hampton Ave., St. Louis, MO 63109
Address
(314) 932-7671 — Phone No.
(314) 932-7672 — Fax No.

In the
CIRCUIT COURT
Of St. Louis County, Missouri

For File Stamp Only

MAX MARGULIS, individually and on behalf of all others
Plaintiff/Petitioner

July 9, 2015
Date

15SL-CC02292
Case Number

vs.

12
Division

EAGLE HEALTH ADVISORS, ET AL.
Defendant/Respondent

REQUEST FOR APPOINTMENT OF PROCESS SERVER

Comes now Plaintiff, pursuant
Requesting Party

to Local Rule 28, and at his/her/its own risk requests the appointment of the Circuit Clerk of

Kevin Burgdorf, KB & Associates, LLC, 3208 Shenandoah, St. Louis, MO 63104 (314) 645-4450
Name of Process Server Address Telephone

Name of Process Server Address or in the Alternative Telephone

Name of Process Server Address or in the Alternative Telephone

Natural person(s) of lawful age to serve the summons and petition in this cause on the below named parties. This appointment as special process server does not include the authorization to carry a concealed weapon in the performance thereof.

SERVE:
Homeland Healthcare, Inc.
Name
Registered Agent: CT Corporation
Address
120 South Central Avenue, Clayton, MO 63105
City/State/Zip

SERVE:
Name
Address
City/State/Zip

SERVE:
Name
Address
City/State/Zip

SERVE:
Name
Address
City/State/Zip

Appointed as requested:

JOAN M. GILMER, Circuit Clerk

By ______________________
Deputy Clerk

____
Date

/s/ Cyrus Dashtaki
Attorney/Plaintiff/Petitioner
57606
Bar No.
5205 Hampton Avenue, St. Louis, MO 631098
Address
(314) 932-7671 (314) 932-7672
Phone No. Fax No.

Local Rule 28. SPECIAL PROCESS SERVERS

(1) Any Judge may appoint a Special Process Server in writing in accordance with the law and at the risk and expense of the requesting party except no special process server shall be appointed to serve a garnishment.

This appointment as Special Process Server does not include the authorization to carry a concealed weapon in the performance thereof.

(2) The Circuit Clerk may appoint a natural person other than the Sheriff to serve process in any cause in accordance with this subsection;

(A) Appointments may list more than one server as alternates.

(B) The appointment of a person other than the Sheriff to serve process shall be made at the risk and expense of the requesting party.

(C) Any person of lawful age, other than the Sheriff, appointed to serve process shall be a natural person and not a corporation or other business association.

(D) No person, other than the Sheriff, shall be appointed to serve any order, writ or other process which requires any levy, seizure, sequestration, garnishment, or other taking.

(E) Requests for appointment of a person other than the Sheriff to serve process shall be made on a "Request for Appointment of Process Server" electronic form, which may be found on the Court's Web Site, http://www.stlouisco.com. (LawandPublicSafety/Circuit/Forms).

(F) This appointment as Special Process Server does not include the authorization to carry a concealed weapon in the performance thereof.

SERVICE RETURN

Any service by the St. Louis County Sheriff's Office shall be scanned into the courts case management system. Any service by another Sheriff or a Special Process Server or any other person authorized to serve process shall return to the attorney or party who sought service and the attorney shall file the return electronically to the Circuit Clerk.

In the
CIRCUIT COURT
Of St. Louis County, Missouri

For File Stamp Only

MAX MARGULIS, individually and on behalf of all others
Plaintiff/Petitioner

July 9, 2015
Date

15SL-CC02292
Case Number

vs.

12
Division

EAGLE HEALTH ADVISORS, ET AL.
Defendant/Respondent

REQUEST FOR APPOINTMENT OF PROCESS SERVER

Comes now Plaintiff (Requesting Party), pursuant to Local Rule 28, and at his/her/its own risk requests the appointment of the Circuit Clerk of

Name of Process Server	Address	Telephone
Kevin Burgdorf, KB & Associates, LLC,	3208 Shenandoah, St. Louis, MO 63104	(314) 645-4450
	Address or in the Alternative	
	Address or in the Alternative	

Natural person(s) of lawful age to serve the summons and petition in this cause on the below named parties. This appointment as special process server does not include the authorization to carry a concealed weapon in the performance thereof.

SERVE:
Homeland Healthcare, Inc.
Name
Registered Agent: CT Corporation
Address
120 South Central Avenue, Clayton, MO 63105
City/State/Zip

SERVE:
Name
Address
City/State/Zip

SERVE:
Name
Address
City/State/Zip

SERVE:
Name
Address
City/State/Zip

Appointed as requested:
JOAN M. GILMER, Circuit Clerk

By ***/s/Tara Chaney***
Deputy Clerk

JULY 15 2015
Date

/s/ Cyrus Dashtaki
Attorney/Plaintiff/Petitioner
57606
Bar No.
5205 Hampton Avenue, St. Louis, MO 631098
Address
(314) 932-7671 (314) 932-7672
Phone No. Fax No.

Local Rule 28. SPECIAL PROCESS SERVERS

(1) Any Judge may appoint a Special Process Server in writing in accordance with the law and at the risk and expense of the requesting party except no special process server shall be appointed to serve a garnishment.

This appointment as Special Process Server does not include the authorization to carry a concealed weapon in the performance thereof.

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(C) Any person of lawful age, other than the Sheriff, appointed to serve process shall be a natural person and not a corporation or other business association.

(D) No person, other than the Sheriff, shall be appointed to serve any order, writ or other process which requires any levy, seizure, sequestration, garnishment, or other taking.

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SERVICE RETURN

Any service by the St. Louis County Sheriff's Office shall be scanned into the courts case management system. Any service by another Sheriff or a Special Process Server or any other person authorized to serve process shall return to the attorney or party who sought service and the attorney shall file the return electronically to the Circuit Clerk.

IN THE 21ST JUDICIAL CIRCUIT COURT, ST. LOUIS COUNTY, MISSOURI

Judge or Division: STEVEN H GOLDMAN	**Case Number: 15SL-CC02292**	
Plaintiff/Petitioner: MAX MARGULIS **vs.**	Plaintiff's/Petitioner's Attorney/Address: CYRUS C DASHTAKI 5205 HAMPTON AVENUE SAINT LOUIS, MO 63109	
Defendant/Respondent: EAGLE HEALTH ADVISORS LLC	Court Address: ST LOUIS COUNTY COURT BUILDING 105 SOUTH CENTRAL AVENUE CLAYTON, MO 63105	
Nature of Suit: CC Other Tort		(Date File Stamp)

Summons for Personal Service Outside the State of Missouri
(Except Attachment Action)

The State of Missouri to: EAGLE HEALTH ADVISORS LLC
Alias:

825 MARKET STREET
SUITE 300
ALLEN, TX 75013

COURT SEAL OF

ST. LOUIS COUNTY

You are summoned to appear before this court and to file your pleading to the petition, copy of which is attached, and to serve a copy of your pleading upon the attorney for the Plaintiff/Petitioner at the above address all within 30 days after service of this summons upon you, exclusive of the day of service. If you fail to file your pleading, judgment by default will be taken against you for the relief demanded in this action.

SPECIAL NEEDS: If you have special needs addressed by the Americans With Disabilities Act, please notify the Office of the Circuit Clerk at 314-615-8029, FAX 314-615-8739 or TTY at 314-615-4567, at least three business days in advance of the court proceeding.

09-JUL-2015
Date

____
Clerk

Further Information:
TLC

Officer's or Server's Affidavit of Service

I certify that:

1. I am authorized to serve process in civil actions within the state or territory where the above summons was served.
2. My official title is ______________________ of ______________ County, ____________ (state).
3. I have served the above summons by: (check one)
   - ☐ delivering a copy of the summons and a copy of the petition to the Defendant/Respondent.
   - ☐ leaving a copy of the summons and a copy of the petition at the dwelling place or usual abode of the Defendant/Respondent with ____________________, a person of the Defendant's/Respondent's family over the age of 15 years.
   - ☐ (for service on a corporation) delivering a copy of the summons and a copy of the petition to ________________________ (name) ________________________ (title).
   - ☐ other (describe) ______________________________________.

Served at ____ (address)
in ______________ County, ____________ (state), on ____________ (date) at ____________ (time).

______________________________ Printed Name of Sheriff or Server

______________________________ Signature of Sheriff or Server

Subscribed and Sworn To me before this ________ (day) __________ (month) ________ (year)

I am: (check one)
- ☐ the clerk of the court of which affiant is an officer.
- ☐ the judge of the court of which affiant is an officer.
- ☐ authorized to administer oaths in the state in which the affiant served the above summons. (use for out-of-state officer)
- ☐ authorized to administer oaths. (use for court-appointed server)

(Seal)

____
Signature and Title

Service Fees, if applicable

Summons	$______________
Non Est	$______________
Mileage	$______________ (____________miles @ $ _______ per mile)
Total	**$______________**

See the following page for directions to clerk and to officer making return on service of summons.

Directions to Clerk

Personal service outside the State of Missouri is permitted only upon certain conditions set forth in Rule 54. The clerk should insert in the summons the names of only the Defendant/Respondent or Defendants/Respondents who are to be personally served by the officer to whom the summons is delivered. The summons should be signed by the clerk or deputy clerk under the seal of the court and a copy of the summons and a copy of the petition for each Defendant/Respondent should be mailed along with the original summons to the officer who is to make service. The copy of the summons may be a carbon or other copy and should be signed and sealed in the same manner as the original but it is unnecessary to certify that the copy is a true copy. The copy of the motion may be a carbon or other copy and should be securely attached to the copy of the summons but need not be certified a true copy. If the Plaintiff's/Petitioner has no attorney, the Plaintiff's/Petitioner's address and telephone number should be stated in the appropriate square on the summons. This form is not for use in attachment actions. (See Rule 54.06, 54.07 and 54.14)

Directions to Officer Making Return on Service of Summons

A copy of the summons and a copy of the motion must be served on each Defendant/Respondent. If any Defendant/Respondent refuses to receive the copy of the summons and motion when offered, the return shall be prepared accordingly so as to show the offer of the officer to deliver the summons and motion and the Defendant's/Respondent's refusal to receive the same.

Service shall be made: (1) On Individual. On an individual, including an infant or incompetent person not having a legally appointed guardian, by delivering a copy of the summons and motion to the individual personally or by leaving a copy of the summons and motion at the individual's dwelling house or usual place of abode with some person of the family over 15 years of age, or by delivering a copy of the summons and petition to an agent authorized by appointment or required by law to receive service of process; (2) On Guardian. On an infant or incompetent person who has a legally appointed guardian, by delivering a copy of the summons and motion to the guardian personally; (3) On Corporation, Partnership or Other Unincorporated Association. On a corporation, partnership or unincorporated association, by delivering a copy of the summons and motion to an officer, partner, or managing or general agent, or by leaving the copies at any business office of the Defendant/Respondent with the person having charge thereof or by delivering copies to its registered agent or to any other agent authorized by appointment or required by law to receive service of process; (4) On Public or Quasi-Public Corporation or Body. Upon a public, municipal, governmental or quasi-public corporation or body in the case of a county, to the mayor or city clerk or city attorney in the case of a city, to the chief executive officer in the case of any public, municipal, governmental, or quasi-public corporation or body or to any person otherwise lawfully so designated.

Service may be made by an officer or deputy authorized by law to serve process in civil actions within the state or territory where such service is made.

Service may be made in any state or territory of the United States. If served in a territory, substitute the word "territory" for the word "state."

The office making the service must swear an affidavit before the clerk, deputy clerk, or judge of the court of which the person is an officer or other person authorized to administer oaths. This affidavit must state the time, place, and manner of service, the official character of the affiant, and the affiant's authority to serve process in civil actions within the state or territory where service is made.

Service must not be made less than ten days nor more than 30 days from the date the Defendant/Respondent is to appear in court. The return should be made promptly and in any event so that it will reach the Missouri Court within 30 days after service.

THE CIRCUIT COURT OF ST. LOUIS COUNTY, MISSOURI

Twenty First Judicial Circuit

NOTICE OF ALTERNATIVE DISPUTE RESOLUTION SERVICES

Purpose of Notice

As a party to a lawsuit in this court, you have the right to have a judge or jury decide your case. However, most lawsuits are settled by the parties before a trial takes place. This is often true even when the parties initially believe that settlement is not possible. A settlement reduces the expense and inconvenience of litigation. It also eliminates any uncertainty about the results of a trial.

Alternative dispute resolution services and procedures are available that may help the parties settle their lawsuit faster and at less cost. Often such services are most effective in reducing costs if used early in the course of a lawsuit. Your attorney can aid you in deciding whether and when such services would be helpful in your case.

Your Rights and Obligations in Court Are Not Affected By This Notice

You may decide to use an alternative dispute resolution procedure if the other parties to your case agree to do so. In some circumstances, a judge of this court may refer your case to an alternative dispute resolution procedure described below. These procedures are not a substitute for the services of a lawyer and consultation with a lawyer is recommended. Because you are a party to a lawsuit, you have obligations and deadlines which must be followed whether you use an alternative dispute resolution procedure or not. **IF YOU HAVE BEEN SERVED WITH A PETITION, YOU MUST FILE A RESPONSE ON TIME TO AVOID THE RISK OF DEFAULT JUDGMENT, WHETHER OR NOT YOU CHOOSE TO PURSUE AN ALTERNATIVE DISPUTE RESOLUTION PROCEDURE.**

Alternative Dispute Resolution Procedures

There are several procedures designed to help parties settle lawsuits. Most of these procedures involve the services of a neutral third party, often referred to as the "neutral," who is trained in dispute resolution and is not partial to any party. The services are provided by individuals and organizations who may charge a fee for this help. Some of the recognized alternative dispute resolutions procedures are:

(1) Advisory Arbitration: A procedure in which a neutral person or persons (typically one person or a panel of three persons) hears both sides and decides the case. The arbitrator's decision is not binding and simply serves to guide the parties in trying to settle their lawsuit. An arbitration is typically less formal than a trial, is usually shorter, and may be conducted in a private setting at a time mutually agreeable to the parties. The parties, by agreement, may select the arbitrator(s) and determine the rules under which the arbitration will be conducted.

(2) Mediation: A process in which a neutral third party facilitates communication between the parties to promote settlement. An effective mediator may offer solutions that have not been considered by the parties or their lawyers. A mediator may not impose his or her own judgment on the issues for that of the parties.

(3) Early Neutral Evaluation ("ENE"): A process designed to bring the parties to the litigation and their counsel together in the early pretrial period to present case summaries before and receive a non-binding assessment from an experienced neutral evaluator. The objective is to promote early and meaningful communication concerning disputes, enabling parties to plan their cases effectively and assess realistically the relative strengths and weaknesses of their positions. While this confidential environment provides an opportunity to negotiate a resolution, immediate settlement is not the primary purpose of this process.

(4) Mini-Trial: A process in which each party and their counsel present their case before a selected representative for each party and a neutral third party, to define the issues and develop a basis for realistic settlement negotiations. The neutral third party may issue an advisory opinion regarding the merits of the case. The advisory opinion is not binding.

(5) Summary Jury Trial: A summary jury trial is a non binding, informal settlement process in which jurors hear abbreviated case presentations. A judge or neutral presides over the hearing, but there are no witnesses and the rules of evidence are relaxed. After the "trial", the jurors retire to deliberate and then deliver an advisory verdict. The verdict then becomes the starting point for settlement negotiations among the parties.

Selecting an Alternative Dispute Resolution Procedure and a Neutral

If the parties agree to use an alternative dispute resolution procedure, they must decide what type of procedure to use and the identity of the neutral. As a public service, the St. Louis County Circuit Clerk maintains a list of persons who are available to serve as neutrals. The list contains the names of individuals who have met qualifications established by the Missouri Supreme Court and have asked to be on the list. The Circuit Clerk also has Neutral Qualifications Forms on file. These forms have been submitted by the neutrals on the list and provide information on their background and expertise. They also indicate the types of alternative dispute resolution services each neutral provides.

A copy of the list may be obtained by request in person and in writing to: Circuit Clerk, Office of Dispute Resolution Services, 7900 Carondelet Avenue, 5th Floor, Clayton, Missouri 63105. The Neutral Qualifications Forms will also be made available for inspection upon request to the Circuit Clerk.

The List and Neutral Qualification Forms are provided only as a convenience to the parties in selecting a neutral. The court cannot advise you on legal matters and can only provide you with the List and Forms. You should ask your lawyer for further information.

IN THE 21ST JUDICIAL CIRCUIT COURT, ST. LOUIS COUNTY, MISSOURI

Judge or Division: STEVEN H GOLDMAN	**Case Number: 15SL-CC02292**
Plaintiff/Petitioner: MAX MARGULIS **vs.**	Plaintiff's/Petitioner's Attorney/Address CYRUS C DASHTAKI 5205 HAMPTON AVENUE SAINT LOUIS, MO 63109
Defendant/Respondent: EAGLE HEALTH ADVISORS LLC	Court Address: ST LOUIS COUNTY COURT BUILDING 105 SOUTH CENTRAL AVENUE CLAYTON, MO 63105
Nature of Suit: CC Other Tort	

(Date File Stamp)

Summons in Civil Case

The State of Missouri to: HOMELAND HEALTHCARE INC.
Alias:

SERVE REGISTERED AGENT
CT CORPORATION
120 SOUTH CENTRAL AVENUE
CLAYTON MO 63105

COURT SEAL OF

ST. LOUIS COUNTY

You are summoned to appear before this court and to file your pleading to the petition, a copy of which is attached, and to serve a copy of your pleading upon the attorney for Plaintiff/Petitioner at the above address all within 30 days after receiving this summons, exclusive of the day of service. If you fail to file your pleading, judgment by default may be taken against you for the relief demanded in the petition.

SPECIAL NEEDS: If you have special needs addressed by the Americans With Disabilities Act, please notify the Office of the Circuit Clerk at 314-615-8029, FAX 314-615-8739 or TTY at 314-615-4567, at least three business days in advance of the court proceeding.

15-JUL-2015
Date

Clerk

Further Information:
TLC

Sheriff's or Server's Return

Note to serving officer: Summons should be returned to the court within thirty days after the date of issue.

I certify that I have served the above summons by: (check one)

☐ delivering a copy of the summons and a copy of the petition to the Defendant/Respondent.
☐ leaving a copy of the summons and a copy of the petition at the dwelling place or usual abode of the Defendant/Respondent with ______________________ a person of the Defendant's/Respondent's family over the age of 15 years.
☐ (for service on a corporation) delivering a copy of the summons and a copy of the petition to

______________________ (name) ______________________ (title).

☐ other ______________________.

Served at ______________________ (address)

in ______________ (County/City of St. Louis), MO, on ______________ (date) at ______________ (time).

Printed Name of Sheriff or Server ______________________ Signature of Sheriff or Server ______________________

Must be sworn before a notary public if not served by an authorized officer:

Subscribed and sworn to before me on ______________________ (date).

(Seal)

My commission expires: ______________ Date ______________________ Notary Public

Sheriff's Fees, if applicable

Summons	$__________
Non Est	$__________
Sheriff's Deputy Salary	
Supplemental Surcharge	$ 10.00
Mileage	$__________ (______ miles @ $.______ per mile)
Total	**$__________**

A copy of the summons and a copy of the petition must be served on **each** Defendant/Respondent. For methods of service on all classes of suits, see Supreme Court Rule 54.

THE CIRCUIT COURT OF ST. LOUIS COUNTY, MISSOURI

Twenty First Judicial Circuit

NOTICE OF ALTERNATIVE DISPUTE RESOLUTION SERVICES

Purpose of Notice

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(2) Mediation: A process in which a neutral third party facilitates communication between the parties to promote settlement. An effective mediator may offer solutions that have not been considered by the parties or their lawyers. A mediator may not impose his or her own judgment on the issues for that of the parties.

CCADM73

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If the parties agree to use an alternative dispute resolution procedure, they must decide what type of procedure to use and the identity of the neutral. As a public service, the St. Louis County Circuit Clerk maintains a list of persons who are available to serve as neutrals. The list contains the names of individuals who have met qualifications established by the Missouri Supreme Court and have asked to be on the list. The Circuit Clerk also has Neutral Qualifications Forms on file. These forms have been submitted by the neutrals on the list and provide information on their background and expertise. They also indicate the types of alternative dispute resolution services each neutral provides.

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IN THE CIRCUIT COURT OF ST. LOUIS COUNTY
STATE OF MISSOURI

MAX MARGULIS, individually and on behalf of all others similarly situated,	)	
Plaintiffs,	)	
v.	)	Case No.: 15SL-CC02292
EAGLE HEALTH ADVISORS, LLC, *et al*,	)	Division: 12
Defendants.	)	

MEMORANDUM TO THE COURT

COMES NOW Plaintiff, by and through undersigned counsel, and files herewith Return of Service upon the following:

1. Defendant Eagle Health Advisors, LLC; and
2. Defendant Homeland Healthcare, Inc.

Service was effectuated on Defendant Eagle Health Advisors, LLC on July 16, 2015. A copy of the Collin County Sheriff's Affidavit of Service confirming said service is attached hereto as Exhibit A. Service was effectuated on Defendant Homeland Healthcare, Inc. on July 21, 2015. A copy of the return confirming said service is attached hereto as Exhibit B.

Respectfully Submitted,

/S/ Cyrus Dashtaki

Cyrus Dashtaki, #57606
Dashtaki Law Firm, LLC
5205 Hampton Avenue
St. Louis, MO 63109
Telephone: (314) 932-7671
Facsimile: (314) 932-7672
Email: cyrus@dashtaki.com

Attorney for Plaintiff Max Margulis, individually and on behalf of others similarly situated

COLLIN COUNTY

OFFICE OF THE SHERIFF
4300 Community Avenue
McKinney, TX 75071

Terry G. Box, Sheriff

AFFIDAVIT OF SERVICE

CASE: 15SLCC02292

Steven H Goldmam vs. Eagle Health Advisors,LLC ET AL

EXHIBIT A

The State of Texas
County of Collin

Before me, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared Murphy, Mary, who first being duly sworn, upon his oath deposes and says:

I am over the age of twenty one years and of sound mind. I hold the office of Deputy Sheriff for the Collin County Sheriff's Office and I have personal knowledge of every statement herein made, and I am fully competent to test as to the matters stated herein.

On the 16th day of July, 2015, our office received a SUMMONS-OUT OF COUNTY, issued out of the Circuit Court, for the State of to be delivered to: Eagle Health Advisors,LLC serving RA: Leonard,Reba J, at 825 Market StreetSuite 300 Allen TX 75013, in Collin County, Texas.

This Said document was personally served (delivered) on the 16th day of July, 2015, at 1:38 PM Suite 300 is Homeland Healthcare. Eagle Health Advisors is a division of Homeland Healthcare. Served to Reba Leonard at 825 Market Street Allen TX 75013, Collin County, Texas by Deputy Murphy, Mary, who is a licensed peace officer in and for the State of Texas and is employed by the Collin County Sheriff's Office in Collin County, Texas.

Every statement in this, my affidavit, is true and correct. Further affiant sayeth not.

TERRY G. BOX, SHERIFF
COLLIN COUNTY, TEXAS

Mary Murphy
Deputy Sheriff Murphy, Mary

Subscribed and sworn to before me on the 07/16/2015.

ALISHA RIGGS
Notary Public
STATE OF TEXAS
My Comm. Exp. July 2, 2017

Alisha Riggs
Alisha Riggs, Notary Public
In and for Collin County, Texas

Commission Expires: 07/02/2017

IN THE 21ST JUDICIAL CIRCUIT COURT, ST. LOUIS COUNTY, MISSOURI

Judge or Division: STEVEN H GOLDMAN	**Case Number: 15SL-CC02292**	RECEIVED 15 JUL 16 AM 7:44 TERRY G. BOX SHERIFF COLLIN COUNTY
Plaintiff/Petitioner: MAX MARGULIS vs.	Plaintiff's/Petitioner's Attorney/Address: CYRUS C DASHTAKI 5205 HAMPTON AVENUE SAINT LOUIS, MO 63109	
Defendant/Respondent: EAGLE HEALTH ADVISORS LLC	Court Address: ST LOUIS COUNTY COURT BUILDING 105 SOUTH CENTRAL AVENUE CLAYTON, MO 63105	
Nature of Suit: CC Other Tort		(Date File Stamp)

Summons for Personal Service Outside the State of Missouri
(Except Attachment Action)

The State of Missouri to: **EAGLE HEALTH ADVISORS LLC**
Alias:

825 MARKET STREET
SUITE 300
ALLEN, TX 75013

COURT SEAL OF

ST. LOUIS COUNTY

You are summoned to appear before this court and to file your pleading to the petition, copy of which is attached, and to serve a copy of your pleading upon the attorney for the Plaintiff/Petitioner at the above address all within 30 days after service of this summons upon you, exclusive of the day of service. If you fail to file your pleading, judgment by default will be taken against you for the relief demanded in this action.

SPECIAL NEEDS: If you have special needs addressed by the Americans With Disabilities Act, please notify the Office of the Circuit Clerk at 314-615-8029, FAX 314-615-8739 or TTY at 314-615-4567, at least three business days in advance of the court proceeding.

09-JUL-2015
Date

______________________ **Clerk**

Further Information:
TLC

Officer's or Server's Affidavit of Service

I certify that:

1. I am authorized to serve process in civil actions within the state or territory where the above summons was served.
2. My official title is ______________________ of ______________ County, ______________ (state).
3. I have served the above summons by: (check one)
   - ☐ delivering a copy of the summons and a copy of the petition to the Defendant/Respondent.
   - ☐ leaving a copy of the summons and a copy of the petition at the dwelling place or usual abode of the Defendant/Respondent with ______________________, a person of the Defendant's/Respondent's family over the age of 15 years.
   - ☐ (for service on a corporation) delivering a copy of the summons and a copy of the petition to ______________________ (name) ______________________ (title).
   - ☐ other (describe) ______________________.

Served at ______________________ (address) in ______________ County, ______________ (state), on ______________ (date) at ______________ (time).

______________________ Printed Name of Sheriff or Server

______________________ Signature of Sheriff or Server

Subscribed and Sworn To me before this __________ (day) __________ (month) __________ (year)

I am: (check one)
- ☐ the clerk of the court of which affiant is an officer.
- ☐ the judge of the court of which affiant is an officer.
- ☐ authorized to administer oaths in the state in which the affiant served the above summons. (use for out-of-state officer)
- ☐ authorized to administer oaths. (use for court-appointed server)

(Seal)

______________________ Signature and Title

Service Fees, if applicable

Summons	$__________
Non Est	$__________
Mileage	$__________ (__________ miles @ $ ______ per mile)
Total	$__________

See the following page for directions to clerk and to officer making return on service of summons.

IN THE 21ST JUDICIAL CIRCUIT COURT, ST. LOUIS COUNTY, MISSOURI

Judge or Division: STEVEN H GOLDMAN	**Case Number: 15SL-CC02292**
Plaintiff/Petitioner: MAX MARGULIS vs.	Plaintiff's/Petitioner's Attorney/Address CYRUS C DASHTAKI 5205 HAMPTON AVENUE SAINT LOUIS, MO 63109
Defendant/Respondent: EAGLE HEALTH ADVISORS LLC	Court Address: ST LOUIS COUNTY COURT BUILDING 105 SOUTH CENTRAL AVENUE CLAYTON, MO 63105
Nature of Suit: CC Other Tort	

EXHIBIT B

(Date File Stamp)

Summons in Civil Case

The State of Missouri to: HOMELAND HEALTHCARE INC.
Alias:

SERVE REGISTERED AGENT
CT CORPORATION
120 SOUTH CENTRAL AVENUE
CLAYTON MO 63105

COURT SEAL OF

ST. LOUIS COUNTY

You are summoned to appear before this court and to file your pleading to the petition, a copy of which is attached, and to serve a copy of your pleading upon the attorney for Plaintiff/Petitioner at the above address all within 30 days after receiving this summons, exclusive of the day of service. If you fail to file your pleading, judgment by default may be taken against you for the relief demanded in the petition.

SPECIAL NEEDS: If you have special needs addressed by the Americans With Disabilities Act, please notify the Office of the Circuit Clerk at 314-615-8029, FAX 314-615-8739 or TTY at 314-615-4567, at least three business days in advance of the court proceeding.

15-JUL-2015
Date

Clerk

Further Information:
TLC

Sheriff's or Server's Return

Note to serving officer: Summons should be returned to the court within thirty days after the date of issue.

I certify that I have served the above summons by: (check one)

☐ delivering a copy of the summons and a copy of the petition to the Defendant/Respondent.

☐ leaving a copy of the summons and a copy of the petition at the dwelling place or usual abode of the Defendant/Respondent with ______ a person of the Defendant's/Respondent's family over the age of 15 years.

☐ (for service on a corporation) delivering a copy of the summons and a copy of the petition to CT Corporation Systems (name) ______ (title).

☐ other ______

Served at 120 S. Central (address)

in St Louis Co (County/City of St. Louis), MO, on 7/21/15 (date) at ______ (time).

Printed Name of Sheriff or Server ______ Signature of Sheriff or Server

NOTARY PUBLIC NOTARY SEAL STATE OF MISSOURI
JOSEPH J ERNST
My Commission Expires
August 25, 2016
St. Louis City
Commission #12625624

Must be sworn before a notary public if not served by an authorized officer:

Subscribed and sworn to before me on ______ (date).

My commission expires: ______ Date ______ Notary Public

Sheriff's Fees, if applicable

Summons	$______
Non Est	$______
Sheriff's Deputy Salary	
Supplemental Surcharge	$ 10.00
Mileage	$______ (______ miles @ $.______ per mile)
Total	$______

A copy of the summons and a copy of the petition must be served on **each** Defendant/Respondent. For methods of service on all classes of suits, see Supreme Court Rule 54.

AFFIDAVIT OF SERVICE

Case: 15SL-CC-02292	Court: St Louis County	County: USA, MO	Job: 605142
Plaintiff / Petitioner: Max Margulis		Defendant / Respondent: Eagle Health Advisors LLC	
Received by: KB & Associates LLC		For: Dashtaki Law Firm	
To be served upon: CT Corporation Systems Registered Agent - Bonnie Love			

I, Kevin Burgdorf, being duly swom, depose and say: I am over the age of 18 years and not a party to this action, and that within the boundaries of the state where service was effected, I was authorized by law to make service of the documents and informed said person of the contents herein

Recipient Name / Address: CT Corporation Systems Registered Agent - Bonnie Love , Corporate: 120 South Central 400, Clayton - St Louis County, MO 63105

Manner of Service: Personal/Individual, Jul 21, 2015, 12:50 pm CDT

Documents: Summons in Civil Case, Plaintiff's Motion Class Certification, Class Action Pertition, Ct I, Ct, II, Ct III, Index Exhibits A, B, C, D, E, F, G, H, I, J, K (Received Jul 21, 2015 at 12:00pm)

Additional Comments:
1) Successful Attempt: Jul 21, 2015, 12:50 pm CDT at Corporate: 120 South Central 400, Clayton - St Louis County, MO 63105 received by CT Corporation Systems Registered Agent - Bonnie Love . Age: 35; Ethnicity: Caucasian; Gender: Female; Other: Senior Cooperate Operations Specialist

7/21/15

Kevin Burgdorf — Date

Subscribed and sworn to before me by the affiant who is personally known to me.

NOTARY PUBLIC NOTARY SEAL STATE OF MISSOURI

JOSEPH J. ERNST II
My Commission Expires
August 25, 2016
St. Louis City
Commission #12525624

Notary Public

Date — Commission Expires

KB & Associates LLC
3208 Shenandoah Ave
St. Louus, MO 63104
314-645-4450